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The Solicitors' Journal.

LONDON, SEPTEMBER 10, 1864.

THE LOAN AND DISCOUNT COMPANIES, whose advertisements may be seen in almost every newspaper, appear, if we may judge from the complaints made, not only to deduct from their loans for interest and costs, such an amount as to be almost ruinous to the borrower, but to carry on their proceedings against defaulters with the greatest unfairness. Last week a complaint was made to the magistrate at the Clerkenwell Police Court, by a gentleman, who stated "that being in the immediate want of a little money, he applied to Mr. F. C. Sharpe, the manager of the City Investment and Discount Company, 25, Cannon-street, E.C., opposite Abchurch-lane, for the advance of £50 upon a bill of sale. On the 18th of July the money was advanced, minus £10 for interest and costs, and the agreement was that it was to be paid back at £5 per month. When the first instalment became due, he and his wife were out of town; but on the following day he returned, and found a letter informing him that the first £5 had not been paid. The next day he was surprised to find a man come into his house and take possession. He at once went to the office and tendered the £5, and offered to pay the expenses incurred if the man was withdrawn; but these terms were refused. Afterwards he made another offer of £10 and the expenses incurred, but Mr. Sharpe said he could not accede to the offer, and the only thing he could do was either to have the whole of the money or personal security, as well as the security he held on the property. When the man had been in possession nine days, a van was sent and the whole of his furniture was taken away, and he did not know where it was removed to, as the parties removing the furniture had left no inventory, nor stated where the goods were going to, or where they would be sold." It will be observed that the interest and charges amounted to more than 20 per cent. paid in advance, and that notwithstanding a very favourable offer, the most harsh proceedings were taken against the debtor. Not having before us anything more than the newspaper report of what occurred at the police court, we are unable to speak as to the truth of the statements there made; but unless they can be contradicted, we shall be surprised if the matter ends as it now stands.

SUCH A THING HAS BEEN HEARD OF AS "driving a coach and four through an Act of Parliament," and not unfrequently are cases met with in which the laws have been perverted to effect an object never contemplated by them; but the justices of Duffield appear to have made themselves parties to an attempt to make a man religious by Act of Parliament, and, in so doing, have, as we humbly submit, perverted the meaning of the 4th Geo. 4, c. 34. Isaac Watson has been had up before the magistrates at Duffield, charged with not attending church on Sunday, and, the case being proved, was ordered to attend a place of worship, and to pay the expenses. Subjoined is a copy of a correspondence which ensued:—

6, Grosvenor-place, July 23.

Sir,—I beg to draw your attention to the following statement, extracted from the *Times* of the 19th inst.:—

"Isaac Watson, servant with Mrs. Harrison, Duffield Wold, was summoned before the Rev. G. T. Clare, the Rev. R. A. Foord, and Mr. J. Grimston, and charged by George Lyon—Mrs. Harrison's manager—with refusing to attend church on Sunday, being requested by his mistress to do so. The defendant was ordered to attend some place of worship and to pay expenses."

I shall be obliged if you will cause the correctness of this statement to be inquired into, and if you will inform me—should it prove correct—under what Act of Parliament the magistrates' sentence has been pronounced.—I have the honour to be, sir, your most obedient servant, TOWNSHEND.

Right Hon. Sir G. Grey, Bart, G.C.B., M.P., &c.

Whitehall, August 27, 1864.

My Lord,—I am directed by Secretary Sir George Grey to acknowledge the receipt of your letter calling attention to the case of Isaac Watson, lately convicted by the magistrates at Duffield of refusing to attend a place of worship on Sunday, and I am to acquaint your lordship that it appears by a report from the magistrates that the defendant was convicted under the 4th Geo. IV. c. 34, for disobeying the orders of his employer, to whom he had hired himself for a year, and who desired him to attend a place of worship once every Sunday.—I have the honour to be, my lord, your lordship's obedient, humble servant, H. WADDINGTON.

The Marquis Townshend.

We presume it is intended that the offence charged comes within the words of the third section of the Act, which says, that if any servant, &c., shall contract with any person to serve him, and shall not enter into his service according to his contract (such contract being in writing), or having entered, shall absent himself, whether such contract be in writing or not, or neglect to fulfil the same, or be guilty of any other misconduct or misdemeanour in the execution thereof, or otherwise respecting the same, then the justice may issue a warrant upon a complaint being made on oath. Upon proof being made of the offence charged, the justice may commit the prisoner to hard labour for three months, or may abate the whole or part of his wages for the time of his absence, or may discharge the contract. Now, it does not appear that the offence charged was contemplated by the statute. In the first place, it is not probable that the servant agreed in writing to go to church every Sunday, and the presumption, from the showing of these letters, is that no such contract existed. Was Isaac Watson guilty of any neglect in the fulfilment of his contract, or "guilty of any other misconduct, or misdemeanour in the execution thereof, or otherwise respecting the same?" The offence charged was not within his contract for service, and therefore could not have come under this clause of the section. To any one reading the third section of the Act, of which we have only given an abridgment, it must appear evident that no such offence as charged is within the statute. The justice is to issue his warrant to apprehend the offender—nothing is said of a summons in the first instance—clearly showing that the absence of the servant from his ordinary work and labour is being guarded against. Then, again, the punishment to be awarded shows the same intent—imprisonment with hard labour, or a fine of which the master is to reap the benefit. Clearly, if a man is at church he cannot be doing work on a farm, and therefore the master would for that time lose the benefit of the servant's work; but this does not appear to have been the complaint here. The master lost nothing by the servant's absence from church. This Act was passed to protect masters from loss by reason of a servant's misconduct in his service, and not for such a purpose as it has now been perverted to. The statement in the Marquis Townshend's letter to Sir George Grey is very short, and may not contain the terms of the sentence pronounced upon the offender in their entirety; but we apprehend that the justices have no power under this Act to order the prisoner to attend church. There is a civil remedy to compel the performance of a contract; but this appears to have been one of those cases, now so frequent, in which a penal statute has been resorted to for the purpose of enforcing a civil right.

THE ANNUAL REPORT of the Commissioners of Inland Revenue has just appeared; and while it shows in some instances a slight falling off, bears upon its face substantial evidence of the buoyancy of the revenue. In connection with events which have lately happened, we ob-

serve that their extra vigilance has not effected any addition to our resources on account of Legacy and Succession Duty; but that, on the contrary, the amount collected in respect of those items during the year has suffered an important decrease. They appear, however, to expect a very considerable increase if the decision of the Lords Justices *In re Wallop's Trust* is sustained by the House of Lords. We extract the following from that part of the report which bears upon the subject:—

Several important questions under the Succession Duty Act have been settled by judicial decisions. One of these judgments, if maintained, will effect so considerable an alteration in the legacy duty that it deserves more than a passing notice, more especially because in our first report, in 1857, we drew attention to the inconvenient state of the law as it was then supposed to stand, and suggested legislation in order to effect that which it is now declared by high judicial authority had actually been effected by the terms of the Act of 1853. The question to which we allude is that of domicil as affecting the liability of British subjects to legacy duty. It was decided by the House of Lords in 1845, in accordance with the opinion of all the judges, that the operation of the Legacy Duty Act must be deemed limited to the property of persons domiciled in the United Kingdom at the time of death, and from that time to the present this has been considered settled law, the questions which have been the subject of litigation having been questions of fact as to the actual domicil of the testator. It has now, however, been decided by the Lords Justices, "*In re Wallop's Trust*," that there is no such limitation of the scope of the Succession Duty Act as that which the House of Lords considered necessarily attaching to the Legacy Act, and, consequently, that property which, on account of the foreign domicil of the testator, is exempt from legacy duty, is nevertheless liable to the same tax under the name of succession duty. We understand that this decision is not to remain unquestioned; but if it be ultimately pronounced unsound, it may at least have the good effect of bringing the subject into notice, and of affording a fair opportunity for taking the sense of Parliament upon it. The whole history of the question is remarkable as an instance of the uncertainty attaching to the interpretation of statute law; for, although the legacy duty in its present form was imposed in 1796, it was not ascertained before the year 1845 that the Act had no operation upon the property of persons domiciled abroad, and now, ten years after the passing of the Succession Duty Act, the public learn for the first time that it has imposed the legacy duty which the terms of the Act of 1796 were inadequate to sanction.

The tone of the whole report is rather of a deprecatory nature, and its arguments are those of men put upon their defence. They seem to say, "The public complain of our inquisitorial vigilance, but see what frauds are practised upon us notwithstanding all we do." We find that A. B., who was charged on his own return of income as follows—in 1859 on £1,210, in 1860 on £1,210, in 1861 on £1,405, and in 1862 on £1,405—swore, on a trial for compensation against a public company, that his profits were—for 1859, £1,540; 1860, £2,235; and 1861, £2,611, giving an average of £2,128 for the charge of 1862. He was prosecuted for penalties, and £100 was paid. Other cases are also mentioned in which penalties were recovered in respect of similar frauds; but, notwithstanding all this, we are inclined to think that the revenue suffers less than the commissioners wish to make appear, when we consider the large number of those who are in the habit of returning their income at an exaggerated amount, for the purpose of bolstering up their credit in trade.

Active measures are being taken for the removal of the tollbars which press so heavily upon the trade of the south side of the Thames. "The Annual Turnpike Acts Continuance Act, 1864," 27 & 28 Vict. c. 75, provides that the six Acts of Parliament in existence as to the turnpikes on the Bermondsey, Deptford, and Rotherhithe roads, the Greenwich, and Woolwich Lower-road, the Newcross-roads, and the Surrey and Sussex roads, which latter keep up the gates at Walworth, Kennington-park, and Wandsworth-road, shall "continue in force until the 1st of November next year, and no longer, unless Parliament in the meantime continues the same;" the object being, that unless these several trusts are continued by individual private Acts of next session, they shall be determined on the 31st of October, 1865, and the roads then be set free from tollgates and bars. A contemporary says Sir George Grey has stated in a communication to the deputation which waited upon him on this subject, that such is the intention of the Home-office; and he has also addressed a very flattering letter to the Earl of Lonsdale, for the course taken by the Metropolis Roads Commissioners last year in carrying through the Act in reference to the removal of the gates on the north side of the Thames. A committee of wharfingers, millowners, and inhabitants on the Surrey side has been formed to prosecute the proceedings necessary for the removal of the gates on the south.

The public annuity and pension list contained in the finance accounts recently issued for the year ending with March, 1864, shows that there are four English ex-Chancellors receiving their £5,000 a year; and there are two Irish ex-Chancellors, four English retired judges, and a Vice-Chancellor. The compensation annuities make a long list. Prominent in it by magnitude of amount stands one peer receiving £7,700 a year, as formerly chief clerk of the Court of Queen's Bench; and another £4,200, as once registrar of the Irish Chancery; and there is a pensioner with £4,028 a year as formerly Clerk of the Hanapers, and £7,362 a year as once Patentee of Bankruptcy.

At the execution of two criminals, which took place at Rome last week, a serious encounter occurred between the populace and the soldiers who were stationed to guard the scaffold. It appears to have arisen from a mistake on the part of the people in supposing that the soldiers were about to attack them, and on the part of the soldiers in supposing that the people contemplated a rescue. In the result, a great panic seized the people, and in the rush to escape some lives were lost, and very many severe injuries were inflicted. The presence of armed men on an occasion of popular excitement is always likely to be attended with more evil than good. It is, of course, not to be expected that in such a place as Rome the military would be absent from any spectacle of whatever description; but we think that if foreign countries were to take example from England in our mode of dealing with crowds, they would have less trouble in controlling them, and less popular odium would be incurred by Governments who are in the habit of using soldiers more for the intimidation of the spectators than for the protection of those whose duty it is to carry out the decrees of the law.

At the Annual Meeting of the Social Science Association, which is to take place at York, commencing on the 22nd instant, Lord Brougham will preside. In the department of jurisprudence and the amendment of the law, Sir James Wilde will be the president. The programme of the meeting is not as yet before us, but it is expected to be brought to a close on the 29th instant.

Last week a juryman summoned to attend the Middlesex Sessions excused himself on the ground that he was a foreigner, and not able to speak English, and had to feed with his mouth 500 young pigeons; and if he was engaged as a juryman they would die directly, as there was no other man in the country could feed them as he could. This is the most remarkable excuse we have ever heard advanced by a juryman who wished to escape doing his duty. In this instance he was excused on the ground of his being unable to speak English; but had that not proved to be a valid excuse, we fear the 500 young pigeons would have met an untimely fate.

A photographer was recently the defendant in an action in the Sheriffs' Court, brought to recover ten shillings and sixpence damages alleged to have been sustained in consequence of the defendant not taking a dozen full-length portraits of the plaintiff. Much astonishment was created in court by the plaintiff ex-

hibiting himself in a proper *pose* for having his portrait taken, in order to show that both his legs were the same length, his complaint being that one was made shorter than the other in the portrait. He had shown the portrait to a lady, and she did not approve of it at all. His Honour thought the portrait was exceedingly well done, and the plaintiff was nonsuited, there being no just ground for the action. Those who have experience in these matters know that many such actions might be brought with just grounds if photographers were liable to be punished for all their failures; but their protection consists in the small amounts at stake, and the great risk incurred by the plaintiff who attempts to obtain compensation.

THE LIVERPOOL MAGISTRATES have given ground for great dissatisfaction in refusing many applications for licences at the last sessions held for the purpose of granting licences. If the published accounts contain the whole truth on the subject, we shall probably hear more of the arbitrary manner in which they have in this instance exercised their power.

AT THE WINSLOW PETTY SESSIONS, last week, a fine of four shillings, and eight shillings and sixpence costs, was inflicted on Daniel Neale, a shoemaker, for having uttered a profane oath, and, in default of payment, ten days' imprisonment with hard labour. It is but rarely that we hear of the law against profane swearing being put in force.

THE RECENT DECISION of the Judicial Committee of the Privy Council in the case of the "Essays and Reviews" has drawn from Dr. Pusey a manifesto which is a great curiosity in its way. He says that, as to Mr. Wilson's case, "the Lord Chancellor did for those who trusted him, and not our Lord or His Church, abolish the belief in hell;" and that, as to Dr. Williams's case, "there was a jubilee of triumph among half-believers, as if all barriers were thrown down, and disbelief might have its free course." By an analogy from French history, he urges that the English Crown may stand in need of the aid of the English Church, and the State may wish that it had not weakened her. "Let churchmen," he says, "support no candidate for Parliament who will not pledge himself to do what in him lies to reform the Court of Privy Council, and besiege Parliament until it is reformed. It has been suggested that no church should be offered for consecration, no sums given for the building of churches, which, by consecration, would become the property of the present Church of England—no sums given for endowment in perpetuity, until the present heresy-legalising court shall be modified. 'This will show our rulers that we are in earnest.'" Such is the substance of this curious document.

THE LAW OF ESCHEAT.

The Attorney-General has intimated that the Government will, next year, introduce a measure dealing generally with the law of escheat and forfeiture. It may be interesting to consider who are the persons whose interests are likely to be affected by any change in the law in this respect. Escheat, to which the following remarks will be confined, may happen, as is well known, in two ways, either *per defectum sanguinis* or *per delictum tenentis* (Co. Litt. 13a.). It is founded upon the feudal doctrine that when the tenant, by his crime, has become unworthy, or, by default of heirs, unable, to continue the services which originally were in fact, and still are theoretically, due to the feudal superior as an equivalent for the tenure of the land, there is a breach of the feudal bond, in consequence whereof the land reverts to the person from whom, or whose ancestors, the tenant or his ancestors received it. Of course, where a power of alienation, exerciseable alike by the owners of the seigniory and the tenancy, has existed for ages as it has done in our law, the respective owners, at the present day, of these relative interests, are not only practically free from any trace of feudal connection in its proper sense, but are in many cases ignorant of the meaning of the terms used to explain their relation. It is, however, a phenomenon not at all uncommon in our own or other systems of law, that principles which were all important in a distant age, and widely different state of society, having left the impress of their form, substantial interests of modern fashion have moulded and adapted themselves to the pattern. The lawyer soon becomes aware, that in order to understand the substance of things as he finds them, it is necessary that he should investigate their formal causes.

It is a fundamental principle of our law that all the land in England is *held* either mediately or immediately of the sovereign; consequently there can be no portion of the soil in the hands of a subject, (if we except such possessions of the church as may be held by the tenure of frankalmoigne,) but what is or may become liable to escheat. Even land given to corporations, which, while they continue, can never be without a tenant, may, if the corporation should be dissolved, revert, by a *tacit* condition of law, to the donor or his heirs, in whose hands they would, of course, become liable to the possibility of escheat on failure of legally qualified tenants (Co. Litt. 13b.). Every legal student is aware, that prior to the statute *Quia emptores*, 18 Edw. 1, c. 1, any person holding land in fee might have created a tenure from himself by aliening to another to hold of the alienor in fee, who would thus have become the feudal superior of the subtenant; and this process might have been carried on indefinitely. The above statute, however, by making the tenure of all thereafter alienated land to be of the same lord of whom the alienor himself had held, rendered it thenceforth impossible to create any new tenure in fee simple to be held of a subject. Therefore, any instance existing at the present day, where lands are held of any subject in fee simple, must be by virtue of a seigniural right or estate which began prior to that early statute, and the title to which, by a chain of devolution or alienation, has vested in the present owners. There can be no doubt that a large part of the land of the country has, in the long course of ages since the passing of this law, reverted to the Crown; and the owners of the manors giving the seigniural rights of the present day, are now entitled by re-grant to their ancestors, or the ancestors of those through whom they claim. But the manors must have existed *as such* before they came to the hands of the Crown, for even the King has been unable, for many centuries, to *create* a manor (Co. Cop. 31); though, if an ancient manor come to his hands, he can re-grant it with the seigniural privileges (6 Co. Rep. 6).

By a presumption of law, founded on the ultimate superiority residing in the Crown, as lord paramount of the feudal system, all land which cannot be shown to be held of a mesne lord, is deemed to be held immediately of the Crown.

It is easy to conceive the difficulty, after an interval of time, so great as that which has elapsed since the reign of Edward I., for any subject to prove that a seigniorial right is vested in himself, so as to entitle him to the benefit of an escheat when it occurs. Stringent rules of law have also been in operation for ages, whose constant tendency is to restrict the area over which these *mesne* seigniorial rights can extend.

Manors have derived their principal practical importance, in modern times, from the copyhold lands attached to them, and lands of this tenure have mainly contributed to their preservation; there are still, however, in many manors, freehold interests which are sufficiently valuable to be worth preserving; and, where the incidents of tenure have been kept in force by the holding of courts, suits thereto, and the regular payment of quit-rents, &c., by the *freehold* tenants of a manor; these badges of manorial rights, being thus retained, make it easy to prove that a particular tenement is held of a certain manor. But a manor may become extinct by many

causes, such as the severance in fee, though only for an instant, by act of the party, of the *demesnes* from the services (*Sir Moyle Finch's case*, 6 Rep. 64); by purchase by the lord of all the free tenements, or by escheat of the same (2 Roll. 122b.); by reduction of the *free* tenants to less than two, so that the homage of the Court Baron would fail (2 Black. Com. 190); &c. It must be remembered too, that if once a freehold tenement vest in fee in the lord, either by purchase or escheat, if it be ever after granted by him *in fee*, it is severed from the manor, and is thenceforward held of the lord above by virtue of the statute *Quia emptores* (*Bradshaw* v. *Lawson*, 4 T. R. 443). So, a *mesne* seigniory may be extinguished by the lord's purchase of the fee from the immediate holder of the land or tenant paravail (Co. Litt. 152a., b).

A seigniory in gross, which exists when the services are independent of any manor, and is a merely personal hereditament, is much more difficult to preserve, with the necessary proof of its legal existence, against the infirmative agencies of time.

These causes, and others not enumerated, have tended, and are still tending, to make the Crown more and more the principal representative of the beneficial interest which may still attach to the preservation of the present law of escheat.

There is, moreover, ground for seriously contending that the operation of the present Statute of Limitations, 3 & 4 Will. 4, c. 27, is silently effecting, on an extensive sale, the extinguishment of the tenural connection between the manors of the kingdom and the freehold tenants thereof. By section 1 of the Act, the definition of "rent" is clearly made to include all those services which are incident to tenure, and for *which a distress can be made*. Among these, it seems impossible to deny that fealty is included, which is an inseparable incident from lay tenure, and without which such tenure cannot be (Co. Litt. 23a., 94a., 97a., 150b.). It is also another maxim that there can be no tenure without some service, because service maketh the tenure (Co. Litt. 92b.).

It seems to follow from these principles, that the non-payment of quit-rent and non-render of suit of court, or any other service, or at *least fealty*, for a period of twenty years from the time when they would rightly be due and demandable, would, under the terms of the 2nd, 3rd, and 34th sections of the Statute of Limitations, or of some of them, clearly extinguish these incidents. It is difficult to see how the tenure itself can subsist after the destruction of all the incidents and qualities which are said to be inseparable from it, and are the indications and concomitants of its existence. In a case where the non-payment of a quit-rent for twenty years was adjudged to be an extinguishment thereof by the present Statute of Limitations, non-tenure was clearly held to be a proper plea in bar to an avowry for a distress for the quit-rent (*Owen* v. *De Beauvoir*, 16 M. & W. 547, and 5 Exch. 166). It is true that in a case where the right to a heriot was, under the circumstances, held to be not barred by the statute, though, in the same case, quit-rents were admitted to be extinguished, it was intimated by the Court that the tenure of the land was not changed, though the quit-rent might be lost. "The land was still freehold, held of the lord *by such tenure as remained*" (*Chichester* v. *Hall*, 17 L. J. Q. B. 125). The ground of this opinion would seem to be that, while any service whatever remained, as the heriot did in this case, a tenure would be preserved to which fealty would cling (Co. Litt. 23a., 93a.). It may be admitted that while any tenure whatever remained, fealty would be an inseparable incident, and correlatively, that, while fealty remained, there would be a tenure; and that the render of fealty alone would preserve the tenure, though the rent and all other services might be lost. But when the rent and services other than fealty have become barred by the operation of the statute, so that no service but fealty can be presumed to remain, and when that also, not having itself been rendered within the time prescribed by the statute applicable to it, has become obnoxious to the extinguishing force of the enactment, it is very difficult to see how the service of fealty can be still contemplated as existing so as to preserve the tenure. The common law right to compel a render of fealty from the tenant would probably subsist so long as a single vestige of the tenure remained, and this right would have the effect of keeping the tenure alive, even after the extinction of all other services, until it were itself extinguished by the effect of the statute operating when the statute would have no other service as an incident of tenure but fealty left, on which it conld exert its destructive agency. It seems impossible to satisfy the exigency of the statute, so as to preserve the *service* of fealty after there is no other service left, but by an actual render of it. Until the failure of all other services, fealty does not exist independently and on its own strength, as it were; but after all other services are gone, it must be held to do so.

The text writers being clear that if fealty be gone the tenure is destroyed, the important question is—does the present Statute of Limitations operate as has been suggested?

It is impossible to contend that the terms of the interpretation clause do not include fealty in the definition of "rent," as it is a *service* for which a *distress* can be made in so eminent a degree, that distress is said to be an inseparable incident (Co. Litt. 150b.); that it gives a service in law of all other services, and is so inestimable that no distress for its enforcement is, in judgment of law, excessive (4 Co. Rep. 8).

The greater part of the land held in fee-simple is probably held by no pecuniary service, and fealty is therefore the only service attaching to land so circumstanced. In many other cases there is or was originally due a trifling quit-rent, the payment of which, it is believed, has been in very many instances neglected to be enforced. It is clear, from the case of *Owen* v. *De Beauvoir*, that quit-rents are barred by the present law, if not paid within twenty years, and it seems impossible, upon principle, to deny the same consequence from the non-render of fealty. Upon this assumption it will be apparent how wide an influence the Statute of Limitations must have in changing the persons having rights to the benefit of escheats.

The Sovereign not being included in the Statute of Limitations, if its effect be as above indicated, the ultimate rights of the Crown by virtue of the paramount seigniority or "*dominium eminens*," vested in the Queen, would not be affected, but its tendency would be indirectly to bring the greater part of the land, which is not already in that predicament, into the condition of frank-fee held immediately of the Crown, which would be a favorable state of things for legislative action in the matter.

Will the courts, however, if called upon, give effect to the language of the Act according to its full import? It may possibly not be soon that such a question may present itself, though the decision, when called for, will be important to the parties interested. The framer of the Act probably had not any intention to produce the result which seems imputable to the language used, and perhaps the force of the ancient principles, as they may still operate on such remnants of the archaic system as yet retain vitality, were not sufficiently remembered by him. The judicature, it must be admitted, has not shrunk from giving full effect to the exception which is authorised to the operation of the interpretation clause, "where the nature of the provision, or the context, shall exclude the defined construction" (See *Grant* v. *Ellis*, 9 M. & W. 13). It may, moreover, be argued, and not without plausibility, that as the essence of fealty consists in the feudal subjection of the vassal, it should be held to subsist until some act had been done in negation of it; just as a warranty of title was not broken till eviction, however bad the title had in fact been. Should this view be adopted, the difficulty which we

have suggested may possibly be successfully evaded. It seems, however, to be only the logical sequence of the rules which have been acknowledged in applying the new law to the cases which have arisen for adjudication, to hold that the statute will operate in barring by non-claim one and all of the services incident to tenure, and, as a consequence of their destruction, will extinguish the tenure itself, if the seigniory be vested in a subject.

EQUITY.

Trial of Question of Legal Title.

Ward v. *Higgs*, V. C. W., 12 W. R. 1074.

The cogency of the Chancery Regulation Act, 1862, upon the Court seems, from the decision in this case, not to be so great as might otherwise have been supposed. The Chancery Amendment Act of 1858, having empowered the Court of Chancery to award damages, and to cause the damages to be assessed, and any fact arising in a suit or proceeding to be tried either by a jury or before the Court without a jury, the Regulation Act purports, according to its preamble, to put an end to the existence of the Court's power in certain cases to refuse or postpone the application of remedies within its jurisdiction, until questions of law and fact, on which the title to such remedies depends, have been determined in one of the courts of Common Law. In terms the Regulation Act does, even though the title to relief depend on a legal right, abolish this power of the Court of Chancery, in all cases except such as are improperly drawn into equity away from the concurrent jurisdiction of a court of law. The Act says that where relief or remedy within the jurisdiction of Chancery is sought in any cause or matter, "every question of law or fact, cognisable in a court of Common Law, on the determination of which the title to such relief or remedy depends, shall be determined by or before the same Court; and the provisions of the Registration Act are made applicable to such trials of fact." As to questions of fact, the obligation thus imposed on the Court is not absolute; for if it appears to the Court that any such question may be more conveniently tried by a jury at law, the Court has liberty, under another section, to direct such a trial, notwithstanding anything contained in the Act. But, as regards questions of law, there is no saving of power to the Court, but only a protection to the Court against improper applications in matters cognisable by a court of law. The words for that purpose are, "nothing in this Act shall make it necessary for a court of equity to grant relief in any suit concerning any matter as to which a court of common law has concurrent jurisdiction, if it shall appear to the Court that such matter has been improperly brought into equity, and that the same ought to have been left to the determination of a court of common law." Respecting fact, then, the Court has a power reserved to it, notwithstanding the general enactment in the Act; respecting law, the Court is furnished with a protection against an abuse of the general enactment. Such a protection, it is presumed, does not give to the Court any discretion to depart from the path marked out by the general enactment. It merely keeps out intruders from that path.

Let us now turn to the case before us. The defendant, owner of a farm lying on the sea-shore, and bounded on one side by a water-course running into the sea, began to make the water-course into a canal by excavating the soil, and supporting the sides with piles. After two months, the plaintiff, who claimed, as lord of the manor, the sea-beach next the farm, becoming aware of the defendant's work, wrote to him on the subject; but the work was continued, and, in about four months, completed. The plaintiff shortly after filed his bill, praying that the defendant might be restrained from further digging the canal on the sea-beach and water-course, and from interfering with the sea-beach. The evidence was very conflicting as to the plaintiff's title to the beach, and as to the farm boundaries; particularly having regard to changes in the foreshore by inroads of the sea. The Vice-Chancellor, holding that, beyond all question, there ought to be no injunction, considered that the plaintiff's rights depended on questions which would be more fitly tried by a jury at law. The Legislature had said that the Court must try all legal matters arising out of subjects within the proper scope of its jurisdiction, but the Court must still be very tender of invading the jurisdiction of the courts of law in respect of titles to real estate, unless its own jurisdiction were clear and distinctly acquired. The injury was completed before the bill was filed. There was, therefore, no irremediable injury now contemplated, which the Court would interfere to restrain. Had the bill been filed when the plaintiff became aware of the work, the Court might have interfered, though something might be urged even against that course, as the Lord Chancellor had, in a recent case (relating to ancient lights), suggested that the Court sometimes interfered rather too hastily to prevent acts being done in cases where the rights depended on a purely legal title. In the present case, the plaintiff might well have brought an action. The actual injury done, appeared to be not very material. The time had passed when the Court could grant a preventive injunction, the plaintiff had come when the injury was complete. He must be left to bring his action at law, and if he succeeded in establishing his rights, and the defendant should afterwards continue to infringe them, he might then seek the aid of the Court. The bill was dismissed with costs, but without prejudice to an action at law.

From this outline of the judgment it appears that, although, according to the Regulation Act, as interpreted by the preamble, the Court is precluded from refusing the application of a remedy within its jurisdiction, until a legal question of title is determined at common law, yet, in a case of title to real estate, which can be more fitly tried by a jury at law, the Court will, if the special circumstances do not warrant the exercise of its peculiar jurisdiction, make the exercise of it dependent on a trial at law, and will, for the present, dismiss the bill. The difference between such a course, and the evil intended to be remedied by the Act, is rather fine. The principal case was not one for refusal of a trial within the protectory provisions, which we have quoted, where a court of common law has concurrent jurisdiction; for, as relates to the injunction, there could not be said to be such concurrence. The Act, taken as a whole, seems to be imperative, and makes no allowance on account of comparative fitness in any particular case between a trial by jury in equity and at common law. If the trial is a step to the equity relief, as in the principal case it seems to have been regarded by the Court, the Act would appear to apply, and the power of the Court to refuse relief to be excluded. The only question left open by the Act is, whether a case is improperly drawn into equity from common law, there being concurrrent jurisdiction. It is not easy to see how this can be predicated of a case where the Court intimates that a similar injunction to the injunction prayed by a bill may be applied for by a new bill, if, meanwhile, the plaintiff's legal rights have been determined at law. By the decision, the suitor's right to have a trial in equity of the legal title on which his relief depends, seems to be resolved into a question of the convenience of such a trial in a court of equity as compared with a trial in a court of law. We cannot, however, think that this was the intention of the Legislature, and, if this decision is to stand, we hope that further legislation on the subject will not be long delayed.

Voluntary Settlement—Voluntary Bonds—Administrative Debts.

Markwell v. *Markwell*, M. R. 12 W. R. 1095.

The boundary line of equity jurisprudence may be considered to be accurately indicated by the maxim that equity follows the law. Excepting duties of imperfect

obligation, which are not enforced by any tribunal, there is obviously no limit to the operations of equity but the analogy of rules of law. *Ex nudo pacto non oritur actio* is a rule that has seasoned many demurrers, and often abridged litigation at common law. But the cognate maxim, that equity never aids a volunteer, occupies an equally extensive area in equity. But though the Court of Chancery will not enforce a voluntary incomplete trust, yet, if the trust has ceased to be executory, the Court will endeavour to effectuate the intention of the donor, even though by so doing it is obliged to construe the instrument before it in a more technical sense than if it were administering a different equity. In such a case the Court will invariably follow the law, and will do so more readily than when exercising its negative functions of cancelling instruments executed by parties under the influence of fraud or duress.

In the present case, a settlor assigned certain personal estate to trustees upon trust, after his death, to pay all his debts, and also any legacies or sums of money, not exceeding in the whole £400, which he, by his will or by any writing signed by him, might direct to be paid, and, subject thereto, upon trust for the plaintiff. The settlor, subsequently, with the intention of defeating the settlement, gave voluntary bonds to the defendant. The question in the case was, whether these bonds, being voluntary, came under the designation "debts" used by the testator, or were merely "writings signed by him," and were consequently operative only to the amount of £400. At law, bonds are doubtless debts; but it was contended for the plaintiff that, as voluntary bonds are postponed to simple contract debts in the administration of assets, they are, consequently, not debts in equity. His Honour observed that the deed had stated nothing about a consideration for the debts. The settlor had, indeed, himself drawn a distinction between debts and writings signed by him. But a voluntary bond is paid under a decree ordering payment of "debts and legacies." It is, therefore, a debt, since it is not a legacy. It being a debt at law, the question then would appear to be, what equity had the plaintiff to treat it as void against himself? His Honour, indeed, did not view the case in this light, but simply considered the bonds to be debts. The case may be considered as exemplifying the rule that equity will follow the law, as contradistinguished from the maxim that it examines the essence of the transaction. To so regard the letter of a gift or contract, there must of course be an absence of fraud, and a necessity for waiving the essential character of the transaction *ut res magis valeat*.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor KINDERSLEY, the Vacation Judge, at Southampton.)

Aug. 25.—*Reid* v. *the Earl of Essex and another*.—This was a suit instituted by Captain Mayne Reid, the well-known author of many popular Indian novels, against the Earl of Essex and Miss Emily Faithfull, the earl's publisher, to protect the plaintiff's copyright in his recent work on "Croquet." The bill gives some account of the introduction into England of this national game, and of the extraordinary development which has since been accomplished in its science and rules. It appears from the statements of the bill that the plaintiff's work (of which he is the sole author and copyright proprietor) was published for him in the latter part of last year by Mr. Skeet, of King William-street, Charing-cross; that until then mere short printed instructions had been sold in accompaniment and explanation of the game; and that owing to the poverty and vagueness of those instructions, and their failure to provide for numerous questions which arose, each croquet ground had from time to time, according to its own caprice, and for its own local purposes, enlarged the existing rules, and added new rules and new technical expressions, thereby occasioning a wide-spread and inconvenient variety in the rules and vocabulary of the game. Under these circumstances, the plaintiff, considering that a comprehensive set of rules would, if well drawn up in respect of arrangement and language, and introduced to the public, be ultimately adopted throughout the country, determined to compile and publish such, and to add to it all requisite or explanatory notes and practical instructions, and, in fact, to compose a work which (so far as his intention and endeavours would avail) should prove an authoritative handbook on the game. He accordingly bestowed more than four months' labour and considerable expense in studying the science of the game, and all practical details connected with it, and particularly in collecting, investigating, and developing the existing rules, and in inventing new rules, and reducing the knowledge, ideas, and materials so acquired into an original and well-digested written shape. His work "Croquet" was the result. It contained, amongst other matters, no less than 162 "rules," with explanatory footnotes subjoined, all which were his own original composition. And the bill alleges that by far the greater part of the rules were, even in substance and tenor, first published in and by means of the work in question. It appears that the defendant, Miss Emily Faithfull, lately printed and published for the Earl of Essex, her co-defendant, a book called "The Rules of Croquet, revised and corrected by an Old Hand," which has already reached a second edition. The bill alleges that this book was a piracy of the plaintiff's copyright, being a copy, partly verbatim, and partly with merely colourable alterations, of the greater part of his rules and footnotes, and that its sale (the price being only 6d.) would seriously interfere with that of the plaintiff's work, which, being of considerably larger bulk, costs 2s. 6d. It appears that the Earl of Essex had procured the "Old Hand's Book" to be compiled for him by a friend for the purpose of its being regularly issued and sent out with the sets of implements known to the toy trade and to the public as the *Cassiobury Croquet*, and that he, being individually innocent of the piracy, and not being then aware that the work in question was a legal infringement of the plaintiff's copyright, had declined to discontinue its publication. The plaintiff, therefore, filed his bill, praying for the usual injunction and other relief, and now moved upon notice for an injunction until the hearing.

Mr. *Parke* appeared as counsel for the plaintiff, and both the defendants (who had only recently become aware of the real nature and extent of the piracy) consenting thereto, the following order was taken:—

That a perpetual injunction should issue, restraining the further publication, &c., of the "Old Hand's Book;" that all copies remaining unsold should be delivered up to the plaintiff to be destroyed; and that the earl should forthwith pay the plaintiff £125 by way of compensation for injury already occasioned by the infringement, together also with all costs of suit.

JUDGES' CHAMBERS.

(Before Mr. Justice SHEE.)

Sept. 6.—*Loyd* v. *Kraushly*.—This case involved a very novel point—whether a bankrupt under protection could be protected from arrest on new debts. The bankrupt, who had kept a music hall, was a bankrupt in 1862, and in 1863 contracted a new debt, on which he was sued, and pleaded non-acceptance to a bill. He was now in execution, and sought to be released by his protection in bankruptcy, which was extended to the 2nd November.

Mr. *Bradlaugh*, from the office of Mr. Leverson, on the authority of the case of *Bateman* v. *Preston*, 9 W. R. 312, contended that the protection was good for all debts prior or subsequent to the adjudication in bankruptcy.

Mr. *Hall* (clerk to Mr. Bartley) alleged that such a doctrine could not prevail, or it would be very dangerous to creditors.

His HONOUR viewed the matter as one of importance, and deferred his judgment.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Sept. 1.—*In re T. E. Marsland*.—The debtor—a major in the Derby Militia, and a member of the Junior United Service Club—applied to be released from custody.

Mr. *Phelps* resisted the application on behalf of the detaining creditors; Mr. *Condy* supported.

It was stated that the debtor was arrested about six weeks ago, and had since executed a deed for the benefit of his creditors, under which he covenanted to pay twenty shillings in the pound by instalments. The debts were about £2,000, and, as nearly all the creditors had assented to the deed, it was urged that, having regard to the satisfactory proposal which had been made, the debtor ought to be released. On the other hand, it was contended by Mr. *Phelps*, on behalf of the County Bank

and other dissentient creditors, that his clients were not placed upon an equal footing, and did not possess the same rights as the creditors who had assented to the deed.

Mr. *Phelps* examined the debtor respecting an alkali business at Church-road, Battersea, which was carried on under the style of Austin & Co., and he denied that he retained any interest in the concern.

Mr. *Phelps* referred his Honour to a case similar to the present, recently decided by the Lord Chancellor, where his lordship held that, sitting in bankruptcy, he had no power to discharge a debtor from custody who had been arrested by process of one of the superior courts.

His HONOUR thought the case referred to was in point, but deferred his decision in order that the registrar, who was in attendance upon his lordship, might report to the Court upon the subject.

Adjourned.

On the following day his HONOUR decided that, having regard to a recent decision of the Lord Chancellor, he had no power under the statute to grant the release. His Lordship had adopted that course in the case referred to, and had held that in the absence of any special enactment he had no power, sitting in bankruptcy, to release a debtor who was in custody prior to the date of the execution or registration of the deed. A judge at chambers was the proper tribunal to apply to. He (the Commissioner) should, therefore, follow the Lord Chancellor's ruling, and decline to release the debtor.—Application refused.

(Before Mr. Registrar PEPYS.)

Sept. 5.—*In re E. J. H. Chun.*—The bankrupt described himself as of 34, Addison-road North, Notting-hill, clerk to a wine merchant. A deed of arrangement between the bankrupt and his creditors had been entered into, but was set aside by the Lord Chancellor, on the ground that the instrument was not within the spirit of the Act of Parliament. The liabilities under the bankruptcy are about £13,600, and the bankrupt attributes his difficulties to losses on bills of exchange. This was a first meeting for proof of debts, and choice of assignees.

Mr. *Lucas* (instructed by Messrs. Ashurst, Morris, & Knight) appeared for the creditors, and asked that the petition should be dismissed, on the ground of insufficient description.

The learned REGISTRAR referred the parties to Mr. Commissioner Holroyd, who was sitting in chambers, and

His HONOUR dismissed the petition on the ground that the bankrupt had omitted in his description two addresses where he had contracted debts—namely, at Little Argyle-street, and at Covent-garden.

Petition dismissed.

MIDDLESEX SESSIONS.

(Before Mr. Serjeant GASELEE and Jury.)

Sept. 6.—Charles Dawson, was convicted of stealing twenty-one bottles of brandy, belonging to Mr. Frederick Stutchbury, from the barge *Frederick*, in the port of London. He had already undergone two years' imprisonment for larceny.

Mr. Serjeant GASELEE said that in consequence of the recent Act he could not sentence him to less than seven years' penal servitude.

Robert Bigg, described as a clerk, and well educated, was charged with embezzling three several sums received by him for and on account of Messrs. Quick, Skirrows, & Clark, his masters.

Mr. *Ribton* prosecuted; the prisoner was undefended.

The prosecutors are coal merchants, and employed the prisoner to solicit orders, and to receive the cash for the orders which he received. It was his duty to pay over the moneys so received on the day or the day following their receipt, and he was then entitled to a commission of two shillings per ton on household, and one shilling per ton on low-class coals. The prisoner had, in three instances, received sums from customers, and neglected to pay them over, representing that they had not been paid very shortly after he had received them. His defence before the magistrate was, that he was not a servant; and, when called upon to address the jury to-day, he said he would leave it to his lordship to explain the law to them.

Mr. Serjeant GASELEE said the law clearly held a man under these circumstances to be a servant.

Mr. *Metcalfe* drew the attention of the learned judge to the case of *The Queen* v. *May*, 30 L. J.

Mr. *Ribton* reminded the Court that since the new statute, which omitted the words "by virtue of his employment," and added the words "or employer" after "master," the technical difficulties in the proof of embezzlement had been very much diminished.

Mr. Serjeant GASELEE.—As the prisoner has no counsel, I feel inclined to reserve the point whether he was a servant or an agent.

Mr. *Ribton*.—And if he has instructions to receive the money, and it is his duty to pay it over immediately afterwards, his appropriation of the amount would bring him within the statute, and it is only right that it should be so.

Mr. Serjeant GASELEE then directed the jury to find the prisoner Guilty, subject to the point whether he was a servant or not, and ordered him to be liberated on obtaining two persons to become bail for his appearance to receive judgment in November next.

SURREY SESSIONS.

Sept. 5.—The September sessions of the peace for the county of Surrey commenced this morning at the Sessions House, Newington Causeway, before J. E. Johnson, Esq., chairman; T. Tilson, Esq., deputy-chairman; and eight other magistrates.

The grand jury having been sworn, the Chairman, in his address, told them that since they had last met a new Act of Parliament had come into operation, which was of public importance, and ought to be widely spread all over the kingdom. He alluded to the Penal Servitude and Ticket-of-Leave Act. Before that was passed, it was usual to pass sentences of penal servitude for three, four, five, and more years, according to the heinousness of the offence. The statute now passed, however, limited the term to five years, and if previously convicted of penal servitude, to no less than seven years. There were, however, several other conditions of great severity which ought to be publicly known. After the present time all persons holding licences under sentence of penal servitude, must leave their address and occupation with the police authorities of the district in which they live, and must report themselves as often as required, and be under the entire surveillance of the police while holding the ticket-of-leave. If they commit any offence, and fail to produce their licences without sufficient excuse, the licence would be liable to forfeiture; also, if they associate with bad characters, or had no visible means of gaining their livelihood. In the event of their licences being forfeited they would have to pass the whole of the sentence passed on them with greater severity of punishment. The tickets-of-leave were formerly granted by the Secretary of State on the recommendation of the chaplains, governors, or other prison authorities, but under the new Act a certain time must be passed. The prisoner must first suffer nine months' separate confinement and three-fourths of the remainder of the sentence in prison. Their having tickets-of-leave after that did not depend alone on their good conduct, but their industrious habits, and their earning a certain sum of money. Hitherto, prisoners who underwent long periods of punishment had large sums of money which they received at their discharge, and squandered away sometimes among their old companions. Now they would only have a certain sum sufficient to start in the world afresh. The punishment would also be more severe, and he had no doubt that the new Act of Parliament would be beneficial to the public at large.

GENERAL CORRESPONDENCE.

TRIAL BY JURY AND ITS MISCARRIAGES.

Sir,—I have read the remarks in your Journal of the 20th August, under the above heading, and perfectly agree with you that something should be done to remedy the evil complained of, which is far from being confined to the two courts referred to by you; on the contrary, it is spreading to a fearful extent in our county courts, and ere long, unless checked, will become the rule rather than the exception. As you truly observe, trial by jury was in former days considered the great palladium of liberty, but it is now often looked upon with derision and contempt. I grant you that an honest jury may, at times, conscientiously and ignorantly, give a wrong or perverse verdict; but many of the verdicts of the present day, in our county courts, cannot, I am afraid, be attributed to incapacity or ignorance.

> Do not our juries give their verdict
> As if they felt the cause, not heard it?
> And as they please make matter of fact
> Run all on one side as they are pack'd?—HUD.

I happened to be present at the hearing of a county court trial by jury a short time ago. The case was too clear to be misunderstood. The judge summed up the case as strongly as possible in favour of A.; the jury retired, and on their return

into court gave their verdict in favour of B. The announcement, was not (as in one of the cases to which you refer) to the astonishment of the judge, attorneys, and all in court, but to the surprise only of the attorney for A., who happened to be a stranger to the court; to the initiated (who are too much accustomed to such matters) it was received with tittering and laughter. Yet this is called justice brought home to every man's door!

Your correspondent "One, &c.," seems to prefer trial by jury to the risk of leaving the case in the hands of the judge. I do not, but should choose the latter. It is very true that some of the judges have their prejudices, and cannot help showing them towards certain of the practitioners who may, perhaps, have given offence by their independence, or otherwise. I have often noticed that those professional gentlemen who bring the greatest number of cases into court (though of the pettiest nature) are most favoured, and that practitioners of long standing, who seldom appear in such courts, are very differently treated, and have less chance of success.

> May not fear, favour, hate, and grudge,
> The same case diff'rent ways adjudge?

The stream of justice should run pure, but it is evidently becoming more polluted every day.

The evils of the county court system are numerous. I will point out a few of them which, in my humble opinion, require remedying:—

1. The administration of oaths.

This I would most certainly dispense with, both as to witnesses and jurymen; it would prevent an incalculable amount of the grossest perjury, and the parties to suits would stand on an equal footing.

2. I would abolish the power to imprison the debtor.

This is sadly abused; the poor but honest man being often incarcerated by reason of a spiteful and vindictive feeling towards him on the part of his opponent or his attorney, whilst the dishonest and more deserving of punishment more frequently escapes.

3. The selection and summoning of the jury.

This is a most important trust, and one which should be confided to strictly honest and honourable men, as at our assizes, and should not be left in the hands of the sub-officials of our county courts, who have the power, if disposed, from favour and affection or otherwise, to turn a verdict whichever way they please. The jurymen, too, ought to be strangers to the cause and to the parties, which is now far from being the case. If the present system be not remedied, do away with trial by jury in such courts altogether, or at any rate do not leave it to the option of one party to the suit to demand and have a jury.

4. The summoning of witnesses.

This should be left to the parties to the suit or their attorneys, and not to the court officials, for the same reason.

5. The compelling of plaintiff to bring suit in a particular court.

This is a monstrous injustice. The judge may be prejudiced against one or other of the parties or his attorney, or the latter may have a great dislike to the judge. I have known hundreds of cases in which persons would not enter a particular court, but rather submit to the loss of their debts; on the other hand, I have known many most unjust claims satisfied from a similar reason. The option of proceeding in a neighbouring court (the party requiring it bearing any extra expense) should at any rate be conceded.

I will trouble you with but one further remark. It has been proposed to extend the jurisdiction of the county courts. Now, I would beg to suggest whether it might not be well, before doing so, for a deputation of the law lords to take a tour into the provinces; visit some of the courts; observe the class of practitioners and others who attend them, and the mode of their proceedings; and, at the same time, make a little inquiry in the neighbourhood of the court, and ascertain the feelings of the public towards them. Were this done, I will venture to say that complaints, loud and deep, would be heard against them, and their lordships would be perfectly satisfied that the powers already possessed by such courts were ample, and that no further extension of their jurisdiction was at all needed.

JUSTITIA.

THE ASHTON JUSTICES AND THEIR CLERK.

Sir,—I know nothing whatever of the facts connected with the dismissal of Mr. Hall from his post at Ashton-under-Lyne, whatever that post may have been, except what appears in your impressions of the 20th and 27th inst. Judging, however, from what there appears, and particularly from the statements contained in Mr. Marshall's letter, it appears to me that a wrong has been done, of which you did not speak at all too strongly in your original notice of the subject.

I am not concerned to discuss either with you or Mr. Marshall the question whether the Municipal Corporations Act does or not create the office of magistrates' clerk in such a sense as to render borough magistrates, *as such*, incompetent to appoint separate clerks, as county justices may do. If that be not so, it is clear that you are right and Mr. Marshall wrong; because, as the justices are not a corporation, they could not be bound to act through a common officer unless they were so by the very words of the Act. The town clerk is the clerk of the corporation, which can, of course, have but one such officer—just as a county can, unless divided for the purpose into districts which are *pro tanto* separate counties, have but one clerk of the peace; but it would require very stringent words indeed in the Act to deprive any justice of the peace, for county or borough, of his inherent common law right to choose his own officer, more especially as that officer is practically his responsible legal adviser. How could a magistrate be made civilly responsible for errors committed under the advice of a man whom he neither chose nor concurred in choosing, but who was forced upon him by Act of Parliament? But even if Mr. Marshall be right in his law, and it was incumbent upon the magistrates to appoint one, and but one, clerk to the bench, what are the facts? Upon his own showing, Mr. Hall had for thirteen years done the work; for part, he does not say how long, jointly with Mr. Gartside, but "for many years" alone, inasmuch as during that time "Mr. Gartside held his share of the office as a sinecure in connection with the town clerkship." In December last Mr. Gartside resigned the town clerkship, but continued to receive a portion of the fees payable to the magistrates' clerk, Mr. Hall still doing all the work; therefore, so reasoned the borough justices and their advocate and appointee, Mr. Marshall, the fair and just thing to do was to deprive both Gartside and Hall, in order to give the office to a gentleman recently appointed town clerk, who says himself that he was very efficient in that capacity, but who admits that he never had done any part of the work in question.

I do not wish to say a word against Mr. Marshall. He seems merely to have accepted the office when tendered to him, and I have no reason to suppose that he in any manner intrigued to get such tender made; but as regards the justices, I consider the transaction to have been, on Mr. Marshall's own representation, one of the worst instances of petty oppression which has lately come to light. It does not appear from any of the proceedings which political party was guilty of this outrage; and I am glad that that is so, as it will the more readily meet with the reprobation of right-minded men of all shades of politics. Mr. Marshall does not deny that political considerations may have been at the bottom of it; at any rate, he explicitly admits that he agrees in politics with, and Mr. Hall differs from, the majority of the bench; but he endeavours, though so feebly as in my judgment to amount to a substantial admission of the charge, to combat the idea that that was the moving cause of the change, and then resorts, at the close of his letter, to the somewhat damaging tactics described in the well-known saying, —"No case; abuse," &c. "Those who differ from Mr. Hall" are not, so far as I know, "blamed" by anyone for their political opinions; but for what I think Mr. Marshall has proved to have had a wanton disregard of—the ordinary courtesy due from one gentleman to another, and of common fairness towards a meritorious public servant.

A BARRISTER UNCONNECTED WITH
Aug. 29. ASHTON-UNDER-LYNE.

Sir,—Your correspondent, Mr. Marshall, has chosen to speak of "the fictions and inferences of a local partisan journal" in reference to Mr. Hall's dismissal from, and his own election to, the office of clerk to the borough justices of this town. As I do not deal in "fictions," permit me a short space in reply to your correspondent.

Mr. Marshall says that "Mr. Hall had not been for thirteen years, or for any time, clerk to the borough magistrates in the sense you represent the matter." I do not know in what sense you represent the matter differently to any possible interpretation of the following:—

At a meeting of the borough magistrates, held in the Town Hall, on the 15th day of August, 1851, the Mayor in the chair, it was "Resolved unanimously—That Messrs. Henry Hall and Henry Gartside, solicitors, of Ashton-under-Lyne, be and they are hereby appointed joint clerks to the justices of the borough of Ashton-under-Lyne, such clerks to be paid by

salary or fees, as the said justices may hereafter direct; and until such salary be fixed, the clerks to receive the fees."

In a subsequent resolution, dated October 16th, 1851, the clerks to the justices are again referred to. I should like to know very much if Mr. Henry Gartside being joint clerk deprived Mr. Henry Hall of his clerkship, and *vice versâ*. Possibly, as the Act of Parliament authorises the appointment of a clerk to a borough bench in the same way as the Act relating to clerkships to trustees of roads authorises the appointment of a clerk to such trustees, Mr. Marshall may mean that neither of the gentlemen referred to were clerks duly appointed, because the Act of Parliament only provides for the appointment of *one* clerk. But does the Act prohibit *two*, either in the case of clerkships to justices or clerkships to trustees of roads, &c.?

It appears, however, to my humble judgment, that, whether a technical objection existed to Mr. Hall's tenure of office or not, the moral aspect of the case remains unaltered. The practical fact is, that Mr. Hall enjoyed the office in question, and performed the duties of magistrates' clerk, his colleague taking a portion of the fees, but not interfering with the business.

I object, again, to Mr. Marshall's statement that Mr. Hall's having a colleague has been suppressed by Mr. Hall's friends, because they knew it was the weak point in his (Mr. Hall's) case. I totally deny that Mr. Gartside's joint tenure of the office in question has been suppressed in order to make political capital. The fact is so well known here, and so well known to be immaterial to the question as to whether Mr. Hall has been wrongfully dismissed or not, that it was simply not adverted to in order to avoid mixing up Mr. Hall's grievance with any grievance Mr. Gartside might be supposed to have as regarded his dismissal.

It might be said that Mr. Gartside's office was a sinecure, and so was not a desirable one to perpetuate; no such consideration attached to Mr. Hall's position. This alone was an obvious and good reason why the two cases were not mixed up together. The moral relations of the two cases were not identical, and were well known not to be identical in this town. The case never was stated by me in such a form as I thought would enlist the opinion of the professional journals on my side of the question. How your journal or the *Law Times* became possessed of our local papers I do not know. This is the first time I have ever written to a law paper, and the first time I have sent a local paper to any law journal office. Mr. Marshall would appear to wish to insinuate that a "*suppressio veri*" had been purposely made in order to dress the case up for the legal journals.

I beg to send you the last article on the subject which has appeared in the *Ashton Standard*, not for the purpose of pursuing the subject, but in order that you may judge for yourself whether the observations contained therein are in any way affected by the details of Mr. Marshall's letter.

The position taken up by Mr. Hall's friends is that he has been wrongfully dismissed, and that, under the circumstances, Mr. Marshall should not have accepted the office so vacated.

We may or may not be acquainted with the rules of the profession in such a case; but we claim to have the general voice of the lawyers of this district with us, as well as to be supported in our views by considerations of public morality.

THE EDITOR OF THE "ASHTON STANDARD."

JUDGMENT CREDITOR AND GARNISHEE.

Sir,—John Jones has obtained judgment against Isaac Smith for a debt of £100, and issued a *ca. sa.*, under which Smith has been taken in execution. Jones is himself the judgment debtor of one Peter Brown. Mr. Brown has got a garnishee order to attach the judgment debt of £100 due from Smith to Jones, in payment of the judgment debt due from Jones to himself. Smith being in prison under a *ca. sa.*, can Brown issue a *fi. fa.*, and levy execution against Smith's goods?

J. T. SARGENT.

Louth, 2nd September, 1864.

COUNTY COURT PRACTICE.

Sir,—Can any of your readers inform me if any case is within your experience similar to the following?—A., being possessed of a small leasehold property, dies intestate, leaving eight adult children; B., the second son, takes out letters of administration, and enters into possession. There was due to B. from A., at his death, a small sum of money, and the costs of the administration increased the debt. It was admitted that all moneys due to B. from A., or his estate, were repaid out of the profits two years since. One of A.'s children sued B. for the value of his distributive share, and, at the hearing, proposed to adduce evidence of value. The judge was of opinion that he had no jurisdiction (notwithstanding jurisdiction is given by 9 & 10 Vict. c. 95, s. 65, for the recovery of "any demand which is the amount, or part of the amount, of a distributive share under an intestacy"), because the property was still unconverted, and the amount of the share had not been ascertained, and could not be properly ascertained except by a sale, which he had no power to order. If this ruling be right, the statute becomes inoperative in all cases where an intestate's personalty has not been realized, and an account stated.

The case of *Pears* v. *Wilson*, 20 L. J. Ex. 391, was a similar case, except that there an aliquot part of a testator's residue was in question, instead of a distributive share under an intestacy, and the only point was whether a share of residue is a legacy within the Act, the decision being that it was. There a given amount was sued for as the share of the residue, but it does not appear in the report either that the estate was realized, or that an account had been stated. It would be but justice that the administrator, if he holds possession, should be compelled to pay over the value of each person's share when ascertained by evidence, and this would appear to be the object of the statute, which does not create any machinery for the ordering and execution of sales. Practically, if the judge's ruling is right, the administrator becomes, if dishonest, beneficially entitled, as in small matters it would, of course, be out of the question to resort to the Court of Chancery.

If any case similar to the one I have given has been decided within the knowledge of your readers, I shall be thankful if they will refer me to it.

H. EVERY.

Honiton, Sept. 7.

TOUTING.

Sir,—I send you enclosed herewith a letter which a client of mine has received from one R. G——. I suppose Mr. G—— gathered his information from the papers, and forthwith dispatched his begging letter.

2nd September, 1864. ANTI-CADGING.

[ENCLOSURE.]

Bank Hotel, Bristol, 11th Aug. 1864.

Sir,—Understanding you were injured in the late accident at Margate, I should be glad to act as your solicitor in any action against the company, supposing that you have *not* one already. I have several actions of this nature on hand, and would devote great care and attention to it.

Yours truly, R. G——.

A letter addressed to London, 9, Clapham-road-place, S., would find me. I am here on assize business.

Mr. Coveney, Faversham.

POSSESSION OF DWELLING-HOUSE.

Sir,—A. is the yearly tenant of B., in the country, at the rent of £16. A. and his family leave, and lock the house and the furniture therein, and reside in some part of London for twelve months. A. refuses the key or to give up possession of the house, and has not paid the rent. B. goes up to London to serve him with a notice to quit, but A. cannot be found.

Under the above circumstances, will any gentleman oblige me with his opinion as to the best way to get the rent paid, and obtain possession of the dwelling-house, and cite authority?

LEX.

APPOINTMENTS.

MR. WILFRED TATE, who has for more than eight years been second clerk at the Marylebone Police Court, has been appointed chief clerk, in the room of Mr. H. Phillips, the chief clerk, whose death was recorded last week.

COLONIAL TRIBUNALS & JURISPRUDENCE.

CANADA.

The following case is reported in the *Upper Canada Law Journal*:—

HENRY HAACKE v. PETER ADAMSON.

Magistrate—Conviction by—Wrongful arrest—Quashing of conviction—Notice of action—Con. Stat. U. C. c. 126.

Action against a magistrate for wrongful arrest and imprisonment, upon a conviction for selling spirituous liquors without

licence, contrary to a bye-law, &c. The first count of the declaration was in trespass, the second in case—to which the defendant pleaded not guilty, by statute, &c.

At the trial, the selling of the liquor, for which the plaintiff was convicted, was fully proved; also that the conviction had never been sealed. A verdict was rendered for the plaintiff for 100 dols. in each of the counts in the declaration. On motion, in the alternative, for a non-suit or a new trial.

Held, 1st. That under sec. 3, c. 126, Con. Stat., an action of trespass will not lie against a magistrate until the conviction complained of has been quashed.

2nd. That the conviction referred to never having been sealed, it was not necessary to treat it as a valid conviction, and to have it quashed before action brought.

3rd. That, notwithstanding the conviction was void, the defendant was entitled to notice of action, as he was acting in his official capacity of magistrate, and had jurisdiction over the plaintiff and the subject-matter, &c.

4th. That as only one wrong was complained of by plaintiff, he cannot recover on the two separate counts, but must elect on which of them he will enter his verdict.

Semble, that plaintiff cannot recover on the first count because the magistrate had jurisdiction, &c., and, by the provision in the statute, the action should be in case, charging malice.

5th. That on whichever count the verdict is entered, the damages must be reduced to three cents, under Con. Stat. U. C. c. 126, sect. 17, as plaintiff was proved "guilty of the offence of which he was convicted, and that in this respect the statute applies as well to actions of trespass as to case.

6th. That the statute does not require any particular addition or description of the magistrate to be given in the notice of action served upon him.

This was an action against a magistrate for an alleged wrongful arrest and imprisonment of the plaintiff, upon a conviction for selling spirituous liquors without licence, contrary to the bye-laws of the township of Stanley, in the counties of Huron and Bruce.

The first count of the declaration was in trespass, the second count in case.

The defendant pleaded not guilty by statute, and he stated the following public Acts in the margin of his plea:—Consol. Stat. of U. C. c. 126, secs. 1 to 20 inclusive; also c. 54, sec. 243, sub-sections 6, 7, & 8, and A. & B., sec. 246, sub-sections 1 to 6 inclusive, and secs. 248 to 258 inclusive.

The cause was tried at the last Goderich assizes before the Chief Justice of the Queen's Bench, when a verdict was rendered for the plaintiff of 100 dols. on the first count, and 100 dols. on the second count.

At the trial, at the close of the plaintiff's case, the defendant objected there could be no recovery on the trespass count, nor on the second count, which is in case, because the conviction had not been quashed; but there was a variance between the second count and the notice of action, the declaration stating that the defendant was a justice of the peace, the notice not doing so; that the warrant ought to have been quashed before the action was brought; and that there was no evidence of malice.

For the plaintiff, it was contended that the magistrate had no authority to issue his warrant to arrest after the conviction had been removed by *certiorari*, and therefore trespass would lie; that the conviction was bad—it was never sealed. No bye-law was proved on which the warrant purported to be founded. If such a bye-law did exist, it should have been set forth in the warrant, to show that the warrant was in conformity with it; that there was no variance, the notice being addressed to the defendant as a justice of the peace, or acting as a justice of the peace.

The learned Chief Justice overruled all the objections, although with some doubt as to the first count.

The defence was then gone into. It was shown, that after the plaintiff was convicted, he admitted there was ample evidence in support of the charge against him of selling liquor without a licence. He complained of the amount of the penalty, but it was the smallest which the bye-law allowed. The defendant advised him to petition the township council to remit part of the penalty. The plaintiff had been a tavern-keeper for fifteen years, and had been a member of the township council; he had been before the defendant as a justice of the peace on former occasions. The township bye-law was proved. The plaintiff petitioned the council for the remission of his fine. He had applied for a licence, but was too late, as the full number of licences had been then issued which the council could grant. The selling of the liquor was clearly proved.

The learned Chief Justice left it to the jury to say whether the conviction had been sealed, stating if it had not it was invalid, in not reciting the bye-law, and showing that it authorised the fining and imprisoning which the conviction imposed. He also left it to the jury to say whether the defendant had issued the warrant after he was aware the conviction had been removed by *certiorari*, and if they found the conviction was not sealed, and that the defendant knew of the removal of the conviction before he issued his warrant to find on the first count for the plaintiff.

As to the second count, the Chief Justice directed the jury there was strong evidence showing probable cause for the conviction; an absence of malice, and the defendant acted *bonâ fide;* but if the warrant was issued after the defendant knew of the removal of the conviction, that was some evidence of a want of probable cause for issuing it, from which malice might be inferred. Leave was reserved to the defendant to move to enter a nonsuit on the first count, if it should be thought case and not trespass was the proper remedy; and leave was also reserved to the defendant to move to reduce the verdict on the second count, if the jury found for the plaintiff on that count, to the sum mentioned in c. 126 of the Consol. Stat. of U. C. sec. 17. The defendant's counsel contended that this section applied as well to the first as to the second count, upon which the jury found for the plaintiff as before stated.

H. Cameron, in last Michaelmas Term, moved for and obtained a rule calling on the plaintiff to show cause why a nonsuit should not be entered on the first count, pursuant to leave, and why the damages on the second count should not be reduced to three cents, according to the statute, pursuant to leave; or why the verdict generally should not be set aside, and a new trial granted, for misdirection in ruling. The plaintiff was entitled to recover substantial damages on the second count, and to recover on the first count, although the conviction had not been quashed; and in ruling there was no variance between the notice of action and the second count, and that the defendant acted without reasonable and probable cause. And also why a new trial should not be granted upon all or any of the above grounds; and also because no recognizance having been entered into according to the 5 Geo. 2, c. 19, the defendant was authorised in issuing his warrant, or because the damages are excessive, and because the plaintiff has recovered on both counts for the same wrong; or why the plaintiff should not elect on which count he shall enter his verdict.

This last term, *R. A. Harrison* showed cause. The conviction should have been under the seals of the justices, and as it was not, it was void: Paley on Summary Convictions, 4 Ed. 126, 243; *Reg.* v. *The Inhabitants of St. Paul*, 7 Q. B. 232. A bye-law not under seal was refused to be quashed because it was void; the same rule applies to convictions: *In re Croft*, 17 Q. B. U. C. 269. It should also have recited the bye-law under which the justices professed to act. This essential form is now dispensed with by the 27 Vict. c. 28. That the conviction being bad, trespass will lie: *Brooks* v. *Hodgkinson*, 4 H. & N. 712; *Cameron* v. *Lightfoot*, 2 W. Bl. 1192; *Gray* v. *McCarty*, 22 Q. B. U. C. 568; *Lawrenson* v. *Hill*, 10 Ir. C. L. Rep. 177; *Leary* v. *Patrick*, 15 Q. B. 266; *Haylock* v. *Sparke*, 1 El. & Bl. 471; Paley on Convictions, 398, 399. As to the second count, he referred to *Gray* v. *Cookson*, 16 East, 13; *Rogers* v. *Jones*, 3 B. & C. 409; *Bross* v. *Huber*, 15 Q. B. U. C. 626. There was evidence of malice: *Burney* v. *Gorham*, 1 C. P. U. C. 358. It was then argued that on issuing the warrant the defendant acted ministerially, not judicially; that the want of a recognisance did not authorise the magistrate to proceed against the *certiorari;* it is only by practice that the courts have extended the statute to convictions: Paley on Convictions, 365, 366. As to the recovery on each count, he cited *Holford* v. *Dunnett*, 7 M. 348.

H. Cameron supported the rule, and contended that, even although the conviction should have been under seal, trespass will not lie so long, as it has not been quashed: *Gates* v. *Devenish*, 6 Q. B. U. C. 260; that the magistrate had jurisdiction, and therefore could not be a trespasser; that trespass will not lie under c. 126, sec. 1, 2, or 3; that *Bross* v. *Huber*, before referred to, shows that section 17 of the statute applies as well to trespass as to case, and, therefore, if the plaintiff is entitled to a verdict at all on the first count, the damages should be reduced to three cents; that the notice should have stated the defendant was a magistrate, and it is not sufficient that it is directed to him as a magistrate; that the defendant did nothing after he had notice of the *certiorari*, although no recognisance had been entered into; he had issued his warrant before the *certiorari* had issued, though after he had notice that it would be applied for, and all he did after was not to

withdraw it; and that the plaintiff must elect as to which count he will take his verdict upon.

ADAM WILSON, J.—The Act, c. 126, sec. 1, provides, "That every action brought against a justice of the peace for any act done by him in the execution of his duty as such justice, with respect *to any matter within his jurisdiction* as such justice, shall be an action on the case," &c." Section 2, "That in a matter in which a justice of the peace has not jurisdiction, or exceeds his jurisdiction, or for any action done under any conviction, order, or warrant, any person injured may obtain a warrant against him in the same form and in the same case as he might have done before the passing of the Act." But that by section 3, "No *such* action shall be brought for anything done under such conviction or order until it has been quashed." These provisions are taken from the imperial Act, 11 & 12 Vict. c. 44. An action of *trespass* will not now lie against a magistrate until the "conviction or order has been quashed;" for sec. 1 limits the form of action to case, so long as the magistrate had jurisdiction over the matter adjudicated upon.

There is some little confusion in these provisions, for which see *Barton* v. *Bricknell*, 13 Q. B. 395; and *Leary* v. *Patrick*, 15 Q. B. 266. The conviction and warrant in this instance have not been quashed, but the plaintiff says the conviction being void for want of a seal, it could not have been quashed, and it is therefore to be treated as if no conviction in law or in fact had ever been made. The Consolidated Act of Canada, c. 103 s. 42, requires the "conviction" to be drawn up in form by the justice or justices, under his or their hand and seal, or hands and seals. See also s. 50.

In the case of *Regina* v. *The Inhabitants of St. Paul*, before referred to, an exception was taken to the order that it was not sealed, although there were certain impressions printed as and to represented seals, but that this was not a sufficient sealing; the Court, however, decided the order was sufficiently sealed. In that case, the want of seals was one of the grounds taken on motion to quash the order; and it does not seem to have been thought that that would not have been a proper cause for which to quash the order, if the seals had been really wanting. The decision in our own court, however, before referred to, in 17 Q. B. 269, is against this view; for there the Chief Justice said—"The Municipal Act requires that bye-laws shall be under seal. If this is not sealed—and it appears that it is not, and never was—it follows that what we are asked to set aside is not a bye-law, and we have no power to quash it, nor is there any need that it should be quashed."

The case of *The King* v. *Austrey*, 6 M. & S. 319, would seem to show that the Court would entertain a motion to quash a certificate for not being sealed, when by the terms of the statute it was required to be under the hands and seals of certain persons, although for the want of such seals the certificate was held to be void. One reason, perhaps, for such an inference may be that a "conviction" any more than a "bye-law" does not, *ex vi termini*, mean an instrument under seal. A conviction is only the entering on parchment the proceedings of the court which have already taken place; it is like recording judgment in a superior court: *Hutchinson* v. *Lowndes*, 4 B. & Ad. 118. Although the conviction for want of such seals may, notwithstanding such defect, be quashed on application, I do not think it follows that it is necessary to do so; for by this material and essential defect in it, it is not such a proceeding as the statute requires, and there is therefore, in point of law, no conviction.

The plaintiff must, therefore, be considered to be in the like position in seeking for redress by action, when there has been no conviction, as he would have been if he had succeeded in having the conviction quashed, and to bring an action, if he chose to do so, for the proceedings wrongfully taken against him; but this action must be in case, under the first section of the Act, because the magistrate had jurisdiction.

The conviction being void does not, however, dispense with the necessity of notice of action to the defendant, as he unquestionably acted as a magistrate in all he did, and had complete jurisdiction over the plaintiff, and over the subject-matter upon which he adjudicated; accordingly, notice of action was duly served, setting forth the two causes of action in the declaration contained. We have no doubt that as only one wrong was done to the plaintiff, and not two different acts, or two wrongs, that the plaintiff cannot recover on two separate counts which represent two distinct causes of action. *Helford* v. *Dunnett*, 7 M. & W. 348, before cited, and also the case of *Ruthven* v. *Stinson*, lately decided in this court, clearly establish this.

The plaintiff should be put, therefore, to his election as to which count he will enter his verdict upon. We do not think he should have recovered on the first count at all, because the magistrate had jurisdiction of the offence; and by the express provisions of the statute, the remedy in such a case should have been in an action on the case charging malice.

On whichever count the verdict is entered, we are of opinion the damages to be recovered should only be three cents, because the plaintiff, by his own showing, was proved very clearly to have been "guilty of the offence of which he was convicted;" and in our opinion this section of the statute applies as well to actions of trespass as to case, and we see no reason why there should be any distinction whatever between one form of action and another in this respect. The case above mentioned in 15 Q. B. U. C. 625, is an authority for this construction.

If there should be any question upon the reservation at the trial, as to the defendant's right to have the damages reduced to three cents on the count in trespass, in case the plaintiff should elect to take his verdict upon that count, we shall be obliged to order a new trial generally, without costs, and in that event we think the plaintiff should not recover upon either count—not upon the first count, because the magistrate had jurisdiction, and did not exceed his jurisdiction; nor upon the second count, because there was no conviction proved, as is there alleged.

The notice of action is not objectionable. The statute does not require any particular addition or description of the magistrate to be given, and, in the absence of such a direction, we should be carrying the general inclination of the courts to maintain magistrates when they have been acting justly and reasonably, quite too far by giving effect to so literal and critical an exception as has been taken to this notice. See Chitty's Forms, 9 Edn. 38; Arch. Pr. 11 ed. 1290.

We also feel there would be great difficulty in giving effect to the want of a recognizance when all the purposes of the recognizance have been answered, and when the objection to the want of it was not raised at the trial, but was taken for the first time before us upon this application for a new trial.

It may be that the learned Chief Justice stated the case rather more strongly against the defendant than may have been quite warranted, but we do not feel quite justified in setting aside the verdict *in toto* upon that account, as there were other circumstances besides this particular one from which malice might, to some extent, be inferred. The point to which we have referred in the learned Chief Justice's direction is contained in this part of the charge—"The warrant was issued after the notice of the removal of the conviction by *certiorari*. I think this shows a want of reasonable and probable cause for issuing the warrant, from which the jury may infer malice;" while, according to the case of *Booth* v. *Clive*, 10 C. B. 827, in which the judge of a county court issued an order for committal of the defendant after the service of a prohibition upon him, the direction to the jury should rather have been, as it was there, that "if the defendant, in making the order, acted under the *bonâ fide* belief that his duty as judge of the county court rendered it incumbent upon him to do so, notwithstanding the prohibition, the act done by him must be considered as done in pursuance of the County Court Act, and that he was therefore entitled to notice,"—which seems to indicate that if a notice of action had been given, the like question of *bona fides* would have been submitted to the jury for the general acquittal of the prisoner,

In the present case, *mala fides* was rather assumed, from the defendant's issuing his warrant after he had notice of the *certiorari*, than the *bona fides* of the act left to the jury; but still, as we have before said, there were other circumstances properly left to the jury as to the defendant's conduct.

The rule will therefore be absolute for the plaintiff to elect upon which count he will enter his verdict, and upon such election a verdict for the defendant will be entered on the count; that the damages be then reduced to three cents for the plaintiff. On failure of the plaintiff so to elect, or if he elect to enter his verdict on the first count, and refuse so to reduce his damages, then the rule will be absolute generally for a new trial without costs.

Per cur.—Rule absolute.

DIVORCE CASE.

The *Montreal Herald* gives the following report of a case—*John Hyacinthe Cordier* v. *Mary Jane Cordier*—which was recently before the Supreme Court of Canada:—"It appears that in December, 1849, the plaintiff, a young jeweller, about nineteen years of age, and the defendant, a dressmaker, of twenty-three years of age, were married by a Roman Catholic priest. Immediately after the ceremony plaintiff left, and, as alleged

by defendant, ran away secretly. She heard nothing of him till eighteen months ago, when she was informed he had died in the mines of California. About two years after, not having heard from Cordier, and in the full belief that he had departed this life, she married Mr. J. Price, by whom she has had five children. Ten years after her second marriage, and fourteen years after her first marriage, Mr. Cordier turned up. He had emigrated to California, as he claimed, with the knowledge of Mary. He had there opened a restaurant, prospered, and now returned home rich to claim his bride. Finding that his wife had re-married, he brought a suit for a divorce. He alleged that the rumours of his death had been started by his wife herself, and that she had never made any inquiries respecting him. The wife admitted the marriage with Price, but claimed that she had done so believing that Cordier was dead; that he had abandoned her for a number of years, during all of which she had no tidings of him. The case was referred to a referee, who reported in favour of the plaintiff. To this report the defendant took exceptions. It was claimed that plaintiff had no standing in court, the well-known rule of equity requiring a suitor to come into court with clean hands having application in this case, inasmuch as he had abandoned his lawful wife for fifteen years, and only took the present steps for malice. The plaintiff denied that he had abandoned his wife, but claimed that they had been regularly separated, in pursuance of an agreement between them before the marriage took place. The judge directed that the report of the referee must be confirmed, and granted a divorce to plaintiff.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

The trial of Latour and Audouy, for the murder of M. Bugad de Lassalle, of the Chateau de Baillard, and his three servants, has come to a close, having lasted more than a week. There was strong presumption against both prisoners, but nothing that in England would be called evidence. Thus the most important points against Latour were, that he had been dodging about the chateau some time before the crime was committed, and that in the bed of one of the victims was found a pocket comb which was believed to be his. A number of witnesses were examined as to this pocket comb. Many said that they had seen one like it in Latour's possession, but could not swear to its identity. It was alleged that after the murder he had been in possession of large sums of money, but it was not denied that he had engaged in smuggling. The charges against Audouy rested on two points—one, that he had announced the commission of the crime at Foix (twenty-five miles off) at a time when it had not been discovered in the neighbourhood; he had, moreover, been seen on the road. The second suspicious circumstance against him was, that he had asked a laundress to wash some clothes of his which were soaked in blood. The public prosecutors—for there were two engaged in this trial—assumed that Latour had plotted the crime, and retained Audouy, whose strength was immense, to assist him in carrying it out. The most extraordinary feature in the case was the speech of the Procureur-General against Latour, from which the following is an extract:—

"When nature (I dare not say Providence) has produced a monster, she waits to annihilate him, and purge the world of his presence, that he should have filled up the measure, and that that impersonation of evil should be complete. The crimes of Jacques Latour required hypocrisy and blasphemy as a complement. See him at Mauran, where he allows himself to be seen praying at the foot of a crucifix by a young girl on whom he had designs. Soon after, he insults the priest who brought him consolation in his cell, and apostrophises the bleeding image of our Saviour as that of one of the greatest of criminals. You say you are innocent, Jacques Latour. You curse the witnesses; you curse the judges. I forgive you. But, when about to ascend to your own Golgotha, you insult your Saviour nailed to his cross, I cannot understand you. Your perverseness terrifies me more than it revolts me; and I know not whether I should reproach you more severely for the cynicism of your blasphemy than for the hypocrisy of your prayers. I have said enough, gentlemen, to make this man known to you. He now belongs to you. You will surrender him to the law which he has so often outraged, and which now claims him."

The rest of the speech was quite in keeping with this irrelevant and blasphemous bombast. The jury found both prisoners guilty, admitting extenuating circumstances in favour of Audouy. Latour was therefore sentenced to death, and Audouy to hard labour for life. On hearing the sentence, Latour, in a state of wild excitement, shouted "*Vive l'Empereur*," proclaimed his innocence, and called down "everlasting infamy" on the judges and jury.

Copyright Law.

The Imperial Court of Paris has just given judgment on an appeal from a decision of the Civil Tribunal in an action brought by MM. Lebrun & Co., of the Rue des St. Pères, publishers and proprietors of the *Causes Célèbres*, against M. Millaud, the proprietor, and MM. Serrières & Co., the printers of the *Petit Journal*, for having piratically reprinted the famous trial about the "Queen's Necklace," the copyright of which belonged to the plaintiffs. It was proved on the trial that the text published in the *Petit Journal* was an exact reprint of the trial as given in the *Causes Célèbres*, and the defendants were consequently condemned to pay 3,000fr. damages. Against this judgment they now appealed, but the Court confirmed it purely and simply, and ordered the appellants to pay all costs.

Marriage of Priests.

The Civil Tribunal of Angoulême has just given judgment in the action* which was brought by the Abbé Chataignon against the officers of the *état-civil* of the communes of Plassac-Rouffiac and of Mouthiers, for refusing to publish and celebrate his marriage. The Court has decided that as the Catholic Church imposes celibacy on the priests; that as consequently a citizen who enters into holy orders engages never to marry; and that as it is on the faith of such engagement that the Church authorises him to exercise his ministry and to receive confessions, which he might abuse if he had not laid aside all hope of ever again returning into the world, the officers of the *état-civil* of the said communes were justified in refusing to comply with the application made to them by the Abbé; the plaintiff therefore is nonsuited, and condemned to pay all the costs.

Will Case.

The Imperial Court has just given judgment in an appeal from a decision of the Tribunal of Correctional Police, which acquitted a M. Humbert on a charge of suppressing a will, and thereby defrauding a legatee of her rights. In July, 1860, a Mdme. Laverdet died in Paris, and her widower found among her papers a holograph will, bequeathing a sum of 1,000fr. a year for life to her niece, Mdlle. Cruzel. A few days after, M. Laverdet showed the said will to Humbert, son of the deceased by a former husband, and her executor. The latter took the will from M. Laverdet, and expressed his intention to carry out its provisions, but he avoided doing so, and even denied that he had ever received the will. Mdlle. Cruzel then commenced proceedings against Humbert, but he was acquitted for want of legal evidence against him. The Public Prosecutor and Mdlle. Cruzel now appealed, and the existence of the will as well as its delivery to Humbert having been proved by witnesses, the Court quashed the judgment of the Correctional Tribunal, and, trying the case on its merits, condemned Humbert to a year's imprisonment with 50fr. fine, as well as to pay the annuity to Mdlle. Cruzel, with all arrears and costs of suit.

Mother and Child.

A curious case is about to be tried in Paris. A lady is about to prove in open court that she is not the mother of her children, or rather the children which her husband attributes to her. This matter is to be demonstrated by decisive arguments, the lady herself demanding to plead. It is said that amusing revelations will be made.

AUSTRIA.

Matrimonial Suit.

In the house of one Herr Kuhne, a teacher of languages, Dr. Kant, a young lawyer, made the acquaintance of a lady of property. The lady, being unmarried, evinced particular interest in the man of law. She talked a great deal with him in company, preferred him in the dance, and ended with inviting him to her house. Dr. Kant, being the lover of another girl, was not much inclined to pay visits, and at first did not comply with the lady's request; but, seeing her again at a friend's, and her invitation being repeated, at length allowed himself to become an *habitué* of her and her mother's hospitable house. One evening, when the doctor, according to his wont, was sitting opposite her tabouret, conversation turned on marriage

* 6 Sol. Jour. 925.

and the happiness of harmonising souls. Dr. Kant pictured the fetters of Hymen in rosy colours; the face of the lady brightened, and with a palpitating heart she put the question, "With your favourable idea of matrimony, may I ask if you ever thought of marrying yourself?" Dr. Kant sighed, and, his eyes resting on the ground, hesitatingly muttered in reply—"I have already thought of marrying, and made my choice; but——" "But!" the lady hastily interposed. "But," he continued, "the lady is rich, very rich, and I am poor. I am afraid I can hardly aspire to her hand; and rather than allow myself to be taxed with sordid designs, I will bury my passion in my breast, and leave it unavowed for ever." A short pause ensued. Both parties were embarrassed, and the doctor rose to take his hat and leave the lady at an unusually early hour. Miss Martini bade him good evening in a friendly and cordial way, without, however, adding another word on the subject of their conversation. At an early hour of the following day she, however, betook herself to a solicitor, and, in legal form, declared her wish to present and hand over as his sole property the sum of 150,000 guelden (£15,000) to Dr. Kant. When the document had been signed, countersigned, and duly completed, she sat down in the office, and, enclosing it in an elegant envelope, addressed to Dr. Kant, added a note to the following effect:—"Dear Sir—I have much pleasure in enclosing a paper which I hope will remove the obstacle in the way of your marriage.—Believe me, &c., ALICE MARTINI." Dr. Kant was the happiest man in the world on receiving this generous epistle. Repairing at once to the parents of Fraulein Fishel, the lady of his love, he proposed for and received the hand of a girl who had long been flattered by his delicate, though unavowed attentions. His reply to Fraulein Martini, besides conveying his sincerest thanks, contained two cartes-de-visite, linked together by the significant rose-coloured ribbon. Miss Martini forthwith sued the unhappy bridegroom for restitution; but, as no promise of marriage had been made, the case was, by two successive courts, decided against her.

MEXICO.

It is understood, writes a correspondent, that another commission will shortly be named to revise the laws and provide for the proper administration of justice. This will be a Herculean task, for of all the countries in the world there is none in which justice has been so scandalously administered as in Mexico. The first thing to be considered now upon the institution of a suit is, not whether you have justice on your side, but whether you can afford to outbid your opponent. Venality among the judges has been universal, and instances might be given which would make the hair of English lawyers stand on end. The remedy is clear enough,—pay the judges well; do away with written pleadings (at present there is nothing else); examine the witnesses *viva voce;* open all courts to the public; have all cases accurately reported; and punish most severely any judge who, from interested or other motives, is caught tripping.

PUBLIC COMPANIES.

LONDON AND COUNTY BANKING COMPANY.

"Of all the half-yearly bank accounts lately published, those of the London and County are the most intelligible and explicit. It is easy to see from them how the bank really stands. The various items are distinctly set forth, instead of being promiscuously huddled together, as they are in most banking accounts—even in those of some of our most prosperous institutions. The amount due by the bank for customers' balances is very properly separated from its liabilities on acceptances, circular notes, &c."—*Money Market Review.*

THE LAST YEAR OF THE OLD FIRE INSURANCE DUTY.—As the year 1863 was the last in which the uniform duty of 3s. per cent. was levied for the whole period, the Parliamentary return on this subject, just issued, has a special interest. From it we find that the Sun is the largest insurance company having its principal office in London, and the Royal is the largest whose chief establishment is in the provinces. The next companies in order of magnitude to the Sun and the Royal are the Phœnix and the Liverpool and London. The amount paid by all the London companies was £999,971, and by all the country ones £715,152; the total being £55,207 in excess of the previous year. This increase is, however, very unequally distributed among the different offices, some having contributed a material advance of business, and others showing a decrease. The largest increase is again exhibited, as in several previous years, by the Royal Insurance Company, which, indeed, figures for nearly one-fourth of the whole. Of course, the year 1864 will show a great diminution in the duty collected by all the insurance companies, as the reduced rate on stock commenced in April of this year.

RAILWAY ACCIDENTS AND THEIR CAUSES.—In the year 1861, 79 passengers were killed and 789 injured by railway accidents in the United Kingdom; in the year 1862, on an increased number of lines, 35 passengers were killed and 536 injured; and in the year 1863, on a still increasing length of line, 35 passengers were killed and 401 injured. The number of passengers in 1863 was 204,634,075, without including 64,391 season and periodical ticket-holders. Estimating even that these last travelled on an average only 100 times each, the number of passengers killed in 1863 was less than one in 6,000,000, and of passengers injured less than one in 500,000. Of every 5 passengers killed, 3 lost their lives through their own misconduct or want of caution, so that the number of passengers killed from circumstances beyond their own control was less than 1 passenger in 15,000,000. Of the passengers killed last year, 12 met their deaths by getting out of or attempting to get into trains when in motion, 5 by incautiously crossing or standing on the line at a station, 1 by leaning out of the carriage-window on approaching a bridge (since widened), 1 by getting out on the wrong side of a carriage, 1 (in Ireland) by getting upon the roof of a carriage and walking along the train. Of the 13 passengers killed in 1863 from accidents to trains, 3 lost their lives through collisions between trains, and 10 from the trains getting off the line—7 of the 10 in the accident on the Hunstanton line, caused by a heifer being on the rails. Of the whole number of accidents to passenger trains in the United Kingdom reported to the Board in 1863—52 in all, exactly 1 a week, and precisely the same number as were reported to the Board in 1862—32 were caused by collisions with other trains, 10 by the trains getting off the rails, 6 by their running off the proper line through the points being wrong, and only 4 from anything breaking or getting out of order. A large proportion of these accidents must have been preventable by careful management.

IMPORTANT DECISION IN BANKRUPTCY.—At the Birmingham District Court of Bankruptcy, a few days ago, Messrs. H. & J. Walduck, of Manchester, metal-merchants and iron-brokers, sought, through their solicitors (Messrs. Sale, Worthington, Shipman, & Seddon, of Manchester), to prove, as creditors to the estate of Barker & Son, bankrupts, for a debt of upwards of £10,000. This claim arose out of some rather complicated and extensive purchases made in the Glasgow iron market by Messrs. Walduck, as agents for the bankrupts. On Monday, Mr. Registrar Hill, acting for Commissioner Sanders in the vacation, delivered the following judgment:—The claimants are iron-brokers, and were employed by the bankrupts to buy and sell iron for them as their agents. It appears that by the custom of the iron trade the agent does not disclose the name of his principal to the seller, and is consequently liable to the latter for the purchase-money. Numerous transactions of buying and selling iron by the claimants, at the direction of the bankrupts, took place on the above terms, the balance which became due from the claimants to the bankrupts being from time to time remitted to the latter. Although the iron does not seem to have been in any instance removed from the wharf where it was stored (being re-sold without removal), these transactions appear to have been *bonâ fide* sales and purchases, and not time bargains; and up to the date of the bankruptcy all the sales were at a price yielding the bankrupts a profit. At the time of the bankruptcy, however, a quantity of iron which had been purchased by the claimants at the direction of the bankrupts (the purchase money whereof amounted altogether to £67,000) was standing at the wharf, where it was stored, unpaid for; and as the assignees did not take it up, the claimants were forced, when the time for paying for the various purchases arrived, to sell it in order to raise money to pay the amount due to the sellers, the whole of which they paid. Owing to a fall in the market since the purchases were effected, this iron sold for £57,573 8s. 10d. only, after deducting charges, leaving a balance of £9,476 11s. 2d., for which the claimants now seek to prove. At the date of the bankruptcy, no debt was due from the bankrupts to the claimants, inasmuch as the times at which this iron was to be paid for had not arrived; and consequently the claimants rely on the 178th section of the Bankruptcy Act, 1849, which pro-

vides, *inter alia*, that if any trader becoming bankrupt after the commencement of the Act, has contracted, before the filing of the petition for adjudication, a liability to pay money on a contingency which has not happened, and the demand in respect whereof has not been ascertained before the filing of the petition, when the demand has been ascertained, he shall be admitted to prove for such demand. Now, it has been held by tribunals whose decision this Court is bound to follow, that under this section no proof can be made except for an ascertained sum—not for unliquidated damages; and also that the liability to be proved for must depend on a single contingency only, not upon a plurality or series of contingencies. But I consider that the present claim fulfils these requirements. Immediately on each purchase being made, the claimants became liable to pay to the seller the whole amount of the purchase money thereof—an ascertained sum—and on the single contingency that the bankrupts did not pay the sellers that amount. That the claimants may have collateral security, in the shape of a lien on the iron or otherwise, by no means alters the case; they were primarily liable for the whole amount of each purchase, and consequently may prove for that amount, less the set-off the estate has against them, in the shape of the value of the iron sold, which belonged to it. Nor does the fact of the purchases being numerous affect the question, for each separate purchase stands on its own legs, and the liability arising from it was dependent on a single contingency—viz., the non-payment by the bankrupts of the purchase-money of the sellers. I therefore admit the proof for the above-named balance of £9,476 11s. 2d.—Mr. W. S. Allen, the solicitor to the assignees, intimated that the question was one of so much general importance that his clients would appeal to the Lords Justices against his Honour's decision.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BURGON—On Sept. 5, at Thornton-heath, near Croydon, the wife of Wm. Burgon, Esq., Solicitor, of a son.

HARRIS—On Aug. 27, at Barnet, Herts, the wife of Stanley Harris, Esq., Solicitor, of a daughter.

TUKE—On Aug. 31, at Cassiobury, Watford, the wife of Henry George Tuke, Esq., Solicitor, of Lincoln's-inn-fields, of a daughter.

MARRIAGES.

BUSZARD—THRELFALL—On Sept. 6, at Trinity Church, Paddington, Marston Clarke Buszard, M.A., of the Inner Temple, Barrister-at-Law, to Louisa, second daughter of the late John Mayor Threlfall, Esq., of Higher Broughton, Manchester.

FOSTER—WATSON—On Aug. 25, at St. Mark's Church, Regent's-park, Birket Foster, Esq., of Witley, Surrey, to Frances, third daughter of Dawson Watson, Esq., Solicitor, Sedbergh, Yorkshire.

HOLLAND—HEALING—On Sept. 6, at the Abbey Church, Tewkesbury, Gloucestershire, William Richard Holland, Esq., Solicitor, of Ashborne, Derbyshire, to Sarah Martha, second daughter of Samuel Healing, Esq., of Tewkesbury.

METCALF—WHITE—On Aug. 11, at St. George's, Bloomsbury, Charles James, eldest surviving son of the late William Metcalf, Esq., of Doctors'-commons, to Frances, second surviving daughter of the late William White, of Boxley, Maidstone, and of Ditton Manor, Bucks.

PERRY—WYKES—On Sept. 5, at Park Chapel, Camden-town, P. P. Perry, Esq., of Duston Mills, Northampton, to Mary, widow of the late T. S. Wykes, Esq., Solicitor, Croydon, and youngest daughter of B. Steevenson, Esq., Northampton.

SAUNDERS—GLYNN—On Sept. 1, at St. Andrew's, Newcastle-on-Tyne, Thomas Saunders, Esq., of South-square, Gray's-inn, to Emily, youngest daughter of the late Joseph Glynn, Esq., C.E., F.R.S.

TINDAL—TRUEMAN—On Sept. 3, at the British Embassy, Paris, T. W. Tindal, of Lincoln's-inn, Esq., to Louisa Matilda, youngest daughter of the late Thomas Trueman, Esq., of Hart-hill, Eccles, near Manchester.

WALLACE—WALLACE—On Sept. 1, at St. James's Church, Colchester, Alexr. John Wallace, Esq., to Julia, daughter of the late A. J. Wallace, Esq., of the Middle Temple.

DEATHS.

BRIDGMAN—On Sept. 2, at Frogmore, Weston-under-Penyard, Herefordshire, William Bridgman, Esq., a Magistrate and Deputy-Lieutenant for the county.

BRODRICK—On Sept. 5, at Ramsgate, Elizabeth, third daughter of the late William Brodrick, Esq., of Lincoln's-inn.

ESPIN—On Sept. 4, at Sydenham-hill, John Espin, Esq., formerly of Davies-street, Berkeley-square, aged 58.

MURLESS—On Aug 30, at Aldershot, Philip Rodber Murless, Esq., Solicitor, of 3, Great James-street, Bedford-row, London, and Aldershot, aged 34.

STREET—On Sept. 3, at Llandudno, William Street, Esq., of The Retreat, Reigate, one of the Magistrates for the county of Surrey, aged 66.

WING—On Sept. 2, at Bury St. Edmunds, Suffolk, in the 76th year of his age, Frederick Wing, Esq., Solicitor.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

COX, JOSEPH, Farningham, Kent, Esq., deceased. £6,000 17s. 11d. Consolidated £3 per Cent. Annuities.—Claimed by John Cox, the executor.

GARDNER, HENRY, WILLIAM GARDNER, and PHILIP GARDNER, West Smithfield, Brewers. £309 5s. 11d. Consolidated £3 per Cent. Annuities.—Claimed by said Henry Gardner, the survivor.

GLOVER, COLONEL JOHN OCTAVIUS, Cambridge, deceased. £303 16s. 10d. Consolidated £3 per Cent. Annuities.—Claimed by Rev. John Glover, the executor.

NICHOLS, BEN, Farnham, Surrey, Esq. £190 14s. 4d. Consolidated £3 per Cent. Annuities.—Claimed by said Ben Nichols.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

UNLIMITED IN CHANCERY.

FRIDAY, Sept. 2, 1864.

East of England Bank.—Petition for winding-up, presented Aug 23, to be heard before Vice-Chancellor Kindersley, on the next petition day. Sharpe & Parker, Bedford-row, London, for Miller & Co, Norwich, Solicitors for petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept 2, 1864.

Austin, Wm, Broadwall, Stamford-st, Butcher. Sept 24. Ware, Blackman-st, Southwark.

Bell, Wm, George-st, Hanover-sq, Doctor of Medicine. Oct 1. Underwood & Colman, Hollis-st, Cavendish-sq.

Brock, Sarah, Twickenham, Widow. Nov 20. Hunter & Co, New-sq, Lincoln's-inn.

Brock, Thos, Twickenham, Middx. Gent. Nov 20. Hunter & Co, New-sq, Lincoln's-inn.

Cotterhill, Thos, Gil-heath, Birm, Coal Merchant. Nov 29. Hodgson & Son, Birm.

Dixon, Jacob, Holebeck, Lancaster. Sept 30. Manclarke, Barrow-in-Furness, Lancashire.

Dixon, Wm, Holebeck, Lancaster. Sept 30. Manclarke, Barrow-in-Furness, Lancashire.

Driffill, Thos, Kingston-upon-Hull, Ship Chandler. Oct 17. Stamp & Jackson, Hull.

Fisher, Chas, Kettlebrook, Warwick, Paper Manufacturer. Nov 29. Hodgson & Son, Birm.

Groom, Edwd Hy, High-st, Clapham, Gent. Oct 21. Barnes & Bernard, Gt Winchester-st, London.

Howes, Jas, Cambridge, Builder. Sept 19. Foster, Cambridge.

Hudson, Wm, Drighlington, York, Gent. Nov 3. Yewdall, Leeds.

Jackson, Sarah Eliz, Inverness-ter, Bayswater, Widow. Oct 15. Surr & Gribble, Abchurch-lane.

Lowe, Richd, Portfields, Worcester, Farmer. Sept 17. Parker & Co, Worcester.

Michell, Hy, Richmond, York, Esq. Oct 21. Hunton, Richmond, York.

Moore, John, Blackpool, Revoe, Lancaster, Farmer. Nov 1. Banks & Dean, Preston.

Pewtner, John, Stockwell-pl, Clapham-rd, Gent. Sept 26. Young & Jacksons, Essex-st, Strand.

Roebuck, Geo Steuart, Buckingham-st, Strand, Esq, Barrister-at-Law. Sept 29. Watson, Lincoln's-inn-fields.

Sage, Wm, nr Dewlish, Devon, Major-General in H.M.'s Indian Army. Oct 12. Fox, Finsbury-circus.

Simmons, Jas, Club-chambers, Regent-st, Gent. Oct 1. Morris & Co, Moorgate-st.

Stokes, Chas Lingard, Carey-st, Lincoln's-inn, Esq. Nov 1. Pawle & Lovesy, New-inn, Strand.

TUESDAY, Sept. 6, 1864.

Bracey, Richd, Wotton-under-Edge, Gloucester, Gent. Nov 1. Dauncey, Wotton-under-Edge.

Cartwright, Saml, Nizells House, nr Tunbridge Wells, Esq. Nov 1, Garrard & James, Suffolk-st, Pall-mall East.

Davis, John, Bristol, M.D. Dec 1. Gwynn & Westhorp, Bristol.

Easey, Wm, Alderminster-rd, Bermondsey, Carpenter. Oct 17. Miller, Copthall-ct, Throgmorton-st.

Frost, John, Bakewell, Derby, Farmer. Nov 1. Cursham, Nottingham.

Howard, Saml, Ashton-under-Lyne, Cotton Spinner. Nov 9. Toy, Ashton-under-Lyne.

Lowe, Richd, Portfields, Worcester, Farmer. Sept 17. Parker & Co, Worcester.

Young, John Brindle, Wigan, Lancaster, Grocer. Oct 15. Marshall, Wigan.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Sept. 6, 1864.

Allnutt, John, Clapham, Surrey, Esq. Oct 29. Allnutt v Allnutt, V. C. Wood.

Sleap, Jonathan Thos, Temple, London, Solicitor. Nov 9. Pringle v Peacey, V. C. Stuart.

Assignments for Benefit of Creditors.

FRIDAY, Sept. 2, 1864.

Ward, Geo, & Wm Ball, King's-rd, Chelsea, Builders. Aug 4. Harrison & Lewis, Old Jewry.

Graham, Wm Richd, Stockton-on-Tees, Wholesale Grocer, Aug 30. Dodds & Trotter, Stockton.

TUESDAY, Sept. 6, 1864.

Morley, John, Nottingham, Cotton Spinner. May 24. Freeth & Co, Nottingham.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 2, 1864.

Adamson, Harriet Ellen, Widow, Portsmouth, Clothier. Aug 9. Conv. Reg Aug 31.

Aldridge, Fredk Thos, Queen-st, Cheapside, Hat Manufacturer. Aug 4. Asst. Reg Aug 31.

Beckley, John, Brockmon, Stafford, Publican. Aug 29. Comp. Reg Sept 1.

Bray, Sam, New Wakefield, York, Painter. Aug 19. Asst. Reg Sept 2.
Briggs, Jas, Idle, York, Cloth Manufacturer. Aug 15. Comp. Reg Sept 1.
Bristo, Hy Gallant, Ipswich, Wine and Spirit Merchant. Aug 2. Comp. Reg Aug 30.
Burden, John Wm, Whitechapel-rd, Auctioneer. Aug 5. Comp. Reg Aug 31.
Carpenter, Jas Joshua, High-st, Newington, Builder. Aug 4. Comp. Reg Sept 1.
Coleman, Jacob, Euston-rd, Middx, Tailor. Aug 6. Conv. Reg Sept 1.
Fishley, Wm Hy, Portsea, Grocer. Aug 6. Conv. Reg Sept 2.
Goodfellow, John, Coventry, Cabinet Maker. Aug 2. Conv. Reg Aug 30.
Hales, Jas Simpson Anthony, Croydon-st, St Marylebone, Egg Merchant. July 25. Comp. Reg Aug 31.
Hibbert, Geo, Derby, Milliner. Aug 6. Conv. Reg Sept 1.
Hughes, Wm, Ave Maria-lane, London, Bookseller. Aug 4. Comp. Reg Aug 31.
Jackson, Elijah, Birm, Spade Manufacturer. Aug 22. Asst. Reg Aug 31.
Parratt, John, jun, & Walter Eckersley, Lpool, Merchants. Aug 4. Conv. Reg Aug 31.
Smith, Richd, Leeds, Professor of Music. Aug 26. Conv. Reg Aug 31.
Stap, Randal, King William-st, London, Builder. Aug 13. Conv. Reg Aug 31.
Teasdale, Joseph, Manch, Provision Dealer. Aug 8. Comp. Reg Aug 31.
Tomkinson, Wm, sen, Congleton, Chester, Cotton Waste Dealer. Aug 20. Conv. Reg Aug 30.
Waite, Geo, & Thos Martindale Waite, Newcastle-upon-Tyne, Builders. Aug 8. Conv. Reg Aug 30.
Woolley, Thos, Draycott-in-the-Clay, Stafford, Bricklayer. Aug 1. Conv. Reg Aug 29.
Wright, Thos, Nottingham, Builder. Aug 9. Conv. Reg Sept 1.
Wright, Wm Henshaw, Northwood, Stafford, Chemist. Aug 5. Comp. Reg Sept 1.

TUESDAY, Sept. 6, 1864.

Alcock, Geo, Hulme, Lancaster, Furniture Broker. Aug 19. Asst. Reg Sept 5.
Barton, Walter, Bush-lane, Cannon-st, Gent. Aug 27. Comp. Reg Sept 3.
Berry, Saml, Derby, Furniture Broker. Aug 6. Conv. Reg Sept 3.
Crotts, Jas, Finch-lane, London, Share Broker. Sept 3. Comp. Reg Sept 6.
Eastward, Jas, Aspley, nr Huddersfield, Common Brewer. Aug 9. Comp. Reg Sept 6.
Englander, Sigmund, King-st, Finsbury, Author. Aug 10. Comp. Reg Sept 6.
Errington, John, North and South Hilton, Durham, Shipbuilder. Aug 10. Asst. Reg Sept 5.
Fest, Jas, St Margaret's-grove, Kingsland, Clerk in H. M. Customs, London. Aug 24. Arr. Reg Sept 3.
Hahn, Joseph Davidson, Devonshire-ter, Stepney, Baker. Aug 25. Comp. Reg Sept 2.
Hampson, Hy, & Geo Caldwell, Leigh, Lancaster, Grocers. Aug 19. Asst. Reg Sept 5.
Hanson, Thos Bennett, Stockton-on-Tees, Tailor. Aug 6. Conv. Reg Sept 3.
Jennings, Matthew, Hammersmith, Middx, Licensed Victualler. Aug 19. Asst. Reg Sept 6.
Kessing, Fredk Isaac, Manch, Cap Maker. Aug 30. Release. Reg Sept 5.
Lubinski, Robt, City-rd, Middx, Walking Stick Manufacturer. Aug 26. Comp. Reg Sept 5.
Moore, Augustin Franz Roland, Nottingham, Printer. Aug 22. Comp. Reg Sept 2.
Palmer, Ann, Tewkesbury, Widow, Dealer in China. Aug 10. Asst. Reg Sept 3.
Rhodes, Wm, Macclesfield, Innkeeper. Aug 29. Comp. Reg Sept 5.
Rodgers, Richd Hy, Sheffield, Pocket Knife Manufacturer. Aug 25. Conv. Reg Sept 5.
Rosenthal, Saml, Haydon-sq, Minories, Cap Maker. Aug 12. Comp. Reg Sept 3.
Samuel, Sylvester Lewis, Lpool, Dealer in Clocks. Aug 8. Conv. Reg Sept 5.
Sheppard, Walter Geo, Neville-st, Onslow-sq, M.D. Sept 2. Comp. Reg Sept 5.
Simon, John Edwd, Crooked-lane, King William-st, Merchant. Sept 1. Comp. Reg Sept 5.
Story, John, Kingmoor, nr Carlisle, Farmer. Aug 6. Conv. Reg Sept 3.
Thurston, Stephen, Leadenhall-st, London, Umbrella Manufacturer. Aug 24. Conv. Reg Sept 5.
Weatherhead, Geo, Newcastle-upon-Tyne, Carpenter. Aug 15. Conv. Reg Sept 6.
Wensley, John, Kirkdale, nr Lpool, Plasterer. Aug 9. Arr. Reg Sept 5.
Whitaker, Hy Wm, Manch, Tobacconist. Aug 6. Comp. Reg Sept 2.
Wyatt, Hy, Cheltenham, Innkeeper. Aug 12. Asst. Reg Sept 5.

Bankrupts.

FRIDAY, Sept 2, 1864.

To Surrender in London.

Benfield, Hy, Polygon, Somers-town, Cabinet Maker. Pet Aug 30. Sept 13 at 1. Holt & Mason, Quality-ct, Chancery-lane.
Cyr, Alphonse Saint, High Holborn, out of business. Pet Aug 30. Sept 22 at 11. Cooper, St Martin's-lane.
Daniel, Auguste, Bury-pl, Bloomsbury, Water and Electro Gilder. Pet Aug 31. Sept 22 at 12. South & Co, Southampton-st, Bloomsbury.
Delany, John, Duncan-ter, Islington, Merchant. Pet Aug 30. Sept 13 at 1. Lawrence & Co, Old Jewry-chambers.
Fisk, Herbert Stevenson, Cabinet Maker, Prisoner for Debt, London. Pet Aug 25 (for pau). Sept 13 at 12. Aldridge.
Frankenheim, Ferdinand, Bloomsbury-sq, Diamond Merchant. Pet Aug 30. Sept 22 at 11. Linklaters & Hackwood, Walbrook.
Glaisher, Geo, New Oxford-st, Bookbinder. Pet Aug 25 (for pau). Sept 13 at 1. Aldridge.
Howard, Robt Burkett, High Holborn, Dealer in Curiosities. Pet Aug 31. Sept 22 at 12. Allen & Co, Queen-st, Cheapside.
Hutchings, Thos, Glengall-grove, Old Kent-rd, Comm Agent. Adj Aug 17. Sept 22 at 11. Aldridge.
Jeffery, Thos Isaac, Davies-st, Oxford-street, Timber Merchant. Pet Aug 29. Sept 13 at 12. Wood, Bucklersbury.
Kaye, Wm Hy, Sutton-st, Soho, Builder. Adj Aug 22. Sept 13 at 11. Aldridge.
Lee, Thos, sen, White Hart-st, Drury-lane, Greengrocer. Pet Aug 30. Sept 22 at 11. Pullen, Chancery-lane.
Lien, Alfred, Gresham-house, Old Broad-st, Comm Agent. Pet Aug 30. Sept 22 at 11. Abrahams, Gresham-st.
Meads, John Dring, Beal-rd, Old Ford, Builder. Adj Aug 22. Sept 13 at 11. Aldridge.
Millar, Leander, Leighton-rd, Kentish-town, out of business. Pet Aug 30. Sept 22 at 11. Hill, Basinghall-st.
Pool, Thos, jun, Greenhill-rd, Harrow, General Dealer. Pet Aug 29. Sept 13 at 12. Marshall, Hatton-garden.
Pugh, Chas, Blackman-st, St Mary Newington, Upholsterer. Pet Aug 29. Sept 13 at 1. Lopard & Gammon, Cloak-lane.
Richards, Jas Thos, Marlborough-rd, Dalston, Grocer. Pet Aug 29. Sept 13 at 12. Porter, Coleman-st.
Ringe, Hy Amos, Ipswich, Grocer. Pet Aug 31. Sept 22 at 11. Hill, Chancery-lane, London, for Moore, Ipswich.
Slatford, Thos, Beacon-hill, Holloway, Builder. Pet Aug 29. Sept 13 at 1. Moxon, Lincoln's-inn-fields.
Sly, Richd, Northumberland-pl, Bishopsgate-st without, Harness Manufacturer. Pet Aug 29. Sept 13 at 1. Buchanan, Basinghall-st.
Spurgeon, Clement Moore, Gt Tower-st, Wine and Spirit Merchant. Pet Aug 30. Sept 22 at 11. Catchpole, Gt Tower-st.
Stein, Wm, Shevills-buildings, Mile-end, Baker. Pet Aug 31. Sept 23 at 12. Heathfield, Lincoln's-inn-fields.
Steward, David, Walton, Suffolk, Carter. Pet Aug 29. Sept 13 at 12. Aldridge & Bromley, South-sq, Gray's-inn, for Jackaman & Son, Ipswich.
Thornton, Thos Sutcliffe, St George's-pl, St George's-in-the East, Boarding-house Keeper. Pet Aug 25 (for pau). Sept 13 at 1. Aldridge.
Vickers, Thos Dickenson, Blackman-st, Southwark, Draper. Pet Aug 29. Sept 22 at 12. Ashurst & Co, Old Jewry.
Vincall, John Wm Saml, Scaradale-rd, Camberwell, Potato Dealer. Adj Aug 20. Sept 13 at 11. Aldridge.

To Surrender in the Country.

Armstrong, Hy, Newark-upon-Trent, Nottingham, Cabinet Maker. Pet Aug 31. Newark, Sept 9 at 10. Ashley, Newark-upon-Trent.
Balding, Jas Hy, Hastings, Carpenter. Pet Aug 23. Hastings, Sept 12 at 11.30. Langham & Son, Hastings.
Barrowcliffe, John, Nottingham, Hosiery Manufacturer. Pet Aug 30. Birm, Oct 11 at 11. Heath, Nottingham.
Brett, Edwd, Deansgate, Manch, General Dealer. Pet Aug 29. Manch, Sept 26 at 9.30. Hodgson, Manch.
Cain, John Richd, Leicester, Hosier. Pet Sept 1. Birm, Oct 11 at 11. Miles & Co.
Carson, John, Lpool, Boot Maker. Pet Aug 31. Lpool, Sept 15 at 3. Kent, Lpool.
Chester, Wm Boulton, Lpool, Brewer's Agent. Pet Aug 29. Lpool, Sept 13 at 11. Harris, Lpool.
Crow, John, Doncaster, Grocer. Pet Aug 29. Doncaster, Sept 19 at 12. Woodhead, Doncaster.
Crowther, John, Halifax, Power Loom Overlooker. Pet Aug 25. Halifax, Sept 16 at 10. Robson & Suter, Halifax.
Fildes, Geo, Manch, Furniture Broker. Adj July 19. Manch, Sept 26 at 9.30. Roberts, Manch.
Gale, Walter, Braishfield, Southampton, Builder. Pet Aug 26. Romsey, Sept 19 at 12. Mackey, Southampton.
Halliday, Wm, Skipton, York, Draper. Pet Aug 20. Skipton, Sept 6 at 3. Robinson, Settle.
Hunt, Chas, Birm, Beam Caster. Adj Aug 10 (for pau). Birm, Sept 26 at 10.
Jelly, John, West Haddon, Northampton, Tailor. Pet Aug 19. Daventry, Sept 16 at 11. Leake, Long Buckby.
Jenkin, Jas, Tywardreath, Cornwall, Hawker. Pet Aug 27. St Austell, Sept 16 at 11. Sobey, Fowey.
Johnson, Joseph Wm, Clifton, Bristol, Cigar Dealer. Pet Aug 24. Bristol, Sept 13 at 11. Taddy, Bristol.
Jolley, Thos Francis, Sheffield, General Dealer. Adj Aug 16. Sheffield, Sept 23 at 1. Mason, Sheffield.
Jones, Chas, Newton's-green, Salop, Shopkeeper. Pet Aug 17. Sept 21 at 11. Anderson, Ludlow.
Jones, Rees, Gyfeilion, Glamorgan, Labourer. Pet Aug 30. Pontypridd, Sept 15 at 11. Thomas, Pontypridd.
Keeble, Geo, Ipswich, Plumber. Pet Aug 19. Ipswich, Sept 16 at 11. Champ, Ipswich.
Kelleway, John, Grocer, Prisoner for Debt, Southampton. Pet Aug 31. Southampton, Sept 21 at 12. Mackey, Southampton.
Kirk, Geo, Caythorpe, Nottingham, Cottager. Pet Aug 31. Newark, Sept 9 at 10. Heathcote, Nottingham.
Lane, Edwin, St George's-rd, Surrey, Journeyman Tailor. Pet Aug 29. Portsmouth, Sept 20 at 10. Paffard, Portsea.
Love, John, Moulton, Northampton, Blacksmith. Pet Aug 31 (for pau). Northampton, Sept 17 at 10. Sheild & White, Northampton.
Matthews, John Jas, Carharrack, Cornwall, Druggist. Pet Aug 9 (for pau). Falmouth, Sept 7 at 11. Jenkins, Penryn.
Moses, Wm Agar, Drypool, Kingston-upon-Hull, Joiner. Pet Aug 31. Leeds, Sept 14 at 12. Hudson & Nobis, Hull.
Naylor, Hy, Loscoe, Derby, Colliery Contractor. Pet Aug 29. Belper, Sept 16 at 12. Fox, jun, Ashborne.
Nicholls, Wm, Windsor Edge, Gloucester, Haulier. Pet Aug 29. Stroud, Sept 14 at 10. Clutterbuck, Stroud.
Ogden, John, Greenacres-moor, nr Oldham, Cotton Spinner. Pet Aug 29. Manch, Sept 12 at 12. Sale & Co, Manch.
Orme, Joseph, Aston-pk, Birm, Journeyman Iron Plate Worker. Pet Aug 29. Birm, Sept 26 at 10. East, Birm.
Payne, Wm, Newnham, Gloucester, Solicitor. Pet Aug 29. Bristol, Sept 13 at 11. Press & Inskip, Bristol.
Simpson, Robt, Averton, Lancaster, Surgeon. Pet Aug 29. Lpool, Sept 14 at 3. Anderson, Lpool.
Smith, Octavius Moreland, Kendal, Westmoreland, Tobacconist. Pet Aug 29. Kendal, Sept 17 at 11. Thomson, Kendal.
Smith, Theodore Webb, Clifton, Coachman. Pet Aug 29. Bristol, Sept 23 at 12. Taylor.
Sporne, Thos, Wormegay Lynn, Norfolk, Farmer. Adj July 21. Downham Market, Sept 14 at 10. Beloe, King's Lynn.

Spurr, Fredk, Nottingham, Hosiery Manufacturer. Pet Aug 25. Birm, Oct 11 at 11. Heath, Nottingham.
Taylor, Hy, Roath, nr Cardiff, Grocer. Pet Aug 27. Bristol, Sept 13 at 11. Henderson & Griffith, Cardiff, and Henderson, Bristol.
Thornton, Wm, Hyde, Chester, Contractor. Pet Aug 31. Hyde, Sept 14 at 12. Swan, Manch.
Vaughan, Chas, Little Torrington, Devon, Clerk. Pet Sept 1. Exeter, Sept 14 at 11. Randall, Gray's-inn-pl, London, and Pitts, Exeter.
Wanmer, Jonathan, Birkheads, Reigate, Fly Proprietor. Pet Sept 1. Reigate, Sept 13 at 4. Herrowell, Epsom.
Wells, Geo, Sutton, Nottingham, Beerhouse Keeper. Pet Aug 29. Mansfield, Oct 31 at 11. Cursham, Mansfield.
Wrigglesworth, Wm Hodgson, Knaresborough, York, Ironmonger. Pet Aug 29. Knaresborough, Sept 14 at 10. Capes, Knaresborough.

TUESDAY, Sept. 6, 1864.

To Surrender in London.

Bowles, Geo, Queen's-rd, Bayswater, Carpenter. Pet Sept 2. Sept 20 at 12. George, Jermyn-st, St James's.
Briggs, Geo, King-st, Lambeth-walk, Builder. Pet Aug 31 (for pau). Sept 22 at 12. Aldridge.
Burrell, John Geo, Fakenham, Norfolk, Wine Merchant. Pet Sept 3. Sept 20 at 11. Doyle, Verulam-buildings, and Sadd, Norwich.
Carr, John Wm, New Malden, Surrey, Plumber. Pet Sept 2 (for pau). Sept 22 at 1. Aldridge.
Colston, John, Throgmorton-st, Bill Broker. Pet Sept 3. Sept 20 at 12. Breden, Copthall-chambers.
Day, Jas, Rye-pk, Reigate, Builder. Pet Aug 31 (for pau). Sept 22 at 12. Aldridge.
Geach, Thos Dony Rogers, Claverton-st, Pimlico, Lodging-house Keeper. Pet Sept 2. Sept 20 at 11. Fisher, Camberwell New-rd.
Hamilton, John Edmund, Hammersmith-rd, Middx, Licensed Victualler. Pet Aug 27, Sept 23 at 1. Jupp, Carpenters'-hall, London-wall.
Harris, John, Wellington-rd, Surrey, Grocer. Pet Sept 3. Sept 20 at 11. Reed, Guildhall-chambers.
Isaacson, Bernard, Naturalist, Prisoner for Debt, Horsemonger-lane Gaol. Pet Aug 31 (for pau). Sept 22 at 12. Aldridge.
Joanny, Joseph, Gt Newport-st, Soho, Greengrocer. Pet Sept 3 (for pau). Sept 20 at 12. Aldridge.
Schofield, Saml, Addle-st, Wood-st, Woollen Warehouseman. Pet Sept 2. Sept 20 at 11. Wild & Barber, Ironmonger-lane.
Smith, Hy, Church-st, Hackney, Baker. Pet Sept 2. Sept 20 at 12. Buchanan, Basinghall-st.
Stoddard, Emma, Loudoun-rd, St John's-wood, Lodging-house Keeper. Pet Sept 3. Sept 27 at 11. Davies & Co, Warwick-st, Regent-st.
Wyatt, Walter, Union-grove, Clapham, out of business. Pet Sept 2. Sept 20 at 11. Bickley, King William-st.

To Surrender in the Country.

Ashworth, Handel, Godley-cum-Newton, nr Manch, Machine Broker. Pet Sept 1. Manch, Sept 28 at 11. Gardner, Manch.
Bennett, Jordan, Cheetham, Lancaster, Cotton Waste Dealer. Pet Sept 2. Salford, Sept 17 at 9.30. Ritson, Manch.
Best, John, Darlington, Butcher. Pet Sept 1. Darlington, Sept 17 at 11. Wooler, Darlington.
Bleasby, Thos, nr Rotherham, York, Wheelwright. Pet Sept 3. Thorne, Sept 22 at 1. Micklethwaite, Sheffield.
Bowden, Joseph, Devizes, Greengrocer. Pet Sept 1. Devizes, Sept 19 at 1. Rawlings, Melksham.
Brabyn, Wm, Lanivet, Cornwall, Contractor. Pet Sept 2. Exeter, Sept 16 at 12. Whitefield, St Colomb, Cornwall, and Sanders and Burch, Exeter.
Bramley, Wm, Jarrow, Durham, Draper. Pet Aug 29. South Shields, Sept 17 at 12. Brignal, Durham.
Brook, Wm, Leeds, Hatter. Pet Sept 1. Leeds, Sept 19 at 11. Green, Bradford.
Cross, Chas, Exeter, Watchmaker. Pet Sept 5. Exeter, Sept 19 at 11. Flood, Exeter.
Davidson, Thos Edwd, Tyne Dock, nr South Shields, Boatbuilder. Pet Sept 1. South Shields, Sept 17 at 11. Weldon, jun, South Shields.
Dukes, Francis, Sheffield, Joiner. Pet Sept 2. Sheffield, Sept 23 at 1. Micklethwaite, Sheffield.
Gibson, John, Bishopwearmouth, Linendraper. Pet Aug 30. Newcastle-upon-Tyne, Sept 28 at 12. Bramwell, Durham.
Gower, Geo Thos, Henley, Suffolk, Miller. Pet Aug 30. Ipswich, Sept 14 at 11. Moore, Ipswich.
Green, Geo, Wingate, Durham, Grocer. Pet Sept 1. Durham, Sept 21 at 12. Brignall, Durham.
Harfoot, Peter, Bodmin-land, Cornwall, Baker. Pet Sept 2. Liskeard, Sept 17 at 12. Fowler, Plymouth.
Holden, John, Ipswich, Fruiterer. Pet Sept 3. Ipswich, Sept 17 at 11. Moore, Ipswich.
Hopkins, Wm, Dudley Port, Stafford, Iron and Coal Master. Pet Sept 2. Birm Oct 10 at 12. Green, Birm.
Hughes, Geo, Birchington, Kent, out of business. Pet Aug 29. Margate, Sept 19 at 1. Towne, Margate.
Jones, Hy, Oldham, Beerseller. Pet Sept 2. Oldham, Sept 22 at 12. Taylor, Oldham.
Kahn, Louis, Manch, Warehouseman. Pet Aug 23 (for pau). Manch, Sept 26 at 9.30. Gardner, Manch.
Levick, Saml, Sheffield, General Dealer. Pet June 20. Sheffield, Sept 23 at 1. Broadbent, Sheffield.
Martyn, Jas, Rejerra, Cornwall, Sawyer. Pet Sept 2. St Columb, Sept 22 at 10. Whitefield, St Columb.
Merga, Anthony John, Nantwich, Chester, Grocer. Pet Aug 22. Nantwich, Sept 10 at 11. Edleston, Nantwich.
Milner, Geo, Hulme, Lancaster, Butcher. Pet Sept 3. Salford, Sept 17 at 9.30. Smith, Manch.
Moss, Theophilus, Manch, Confectioner. Pet Sept 2. Manch, Sept 22 at 11. Leigh, Manch.
Nicholson, Wm, Everton, nr Lpool, Porter. Pet Sept 2. Lpool, Sept 19 at 3. Blackhurst, Lpool.
Pursglove, Robt, Bakewell, Derby, Wool Dealer. Pet Aug 24 (for pau). Derby, Sept 24 at 12. Briggs, Derby.
Rise, Geo Constantine, Guildford-st, Middx, Merchant. Pet July 20. Manch, Sept 26 at 9.30. Atkinson & Co, Manch.
Rogers, Richd. Pet Sept 3. Okehampton, Sept 24 at 11. Coham, Holsworthy.
Swales, John, Manch, Screw Bolt Manufacturer. Pet Sept 3. Manch, Sept 19 at 12. Pankhurst, Manch.
Thompson, John, Newcastle-upon-Tyne, Butcher. Pet Sept 1. Newcastle-upon-Tyne, Sept 28 at 12. Joel, Newcastle-upon-Tyne.
Timpson, Hy, King's Cliffe, Northampton, Grocer. Pet Aug 30. Oundle, Sept 19 at 3. Law, Stamford.
Turley, Hy Matthias, Manch, Tea Dealer. Pet Aug 23 (for pau). Manch, Oct 10 at 9.30. Gardner, Manch.
Turner, John, Sheffield, Case Maker. Pet Sept 1. Sheffield, Sept 23 at 1. Micklethwaite, Sheffield.
Worthen, Whitehall, Monk's Coppenhall, Chester, Cooper. Pet Aug 25, Nantwich, Sept 10 at 11. Sheppard, Crewe.

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 2, 1864.

Bird, Chas, Worcester, Chemist. Aug 29.
Porter, Matthew, Baycliffe, Lancaster, Beerhouse Keeper. Aug 26.
Roberts, John, Tyntwll, Merioneth, Land Surveyor. Aug 29.

TUESDAY, Sept. 6, 1864.

Low, Maximilian, Basinghall-st, Merchant. Sept 5.